

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 11] नई दिल्ली, मार्च 9—मार्च 15, 2008, शनिवार/फाल्गुन 19—फाल्गुन 25, 1929
No. 11] NEW DELHI, MARCH 9—MARCH 15, 2008, SATURDAY/PHALGUNA 19—PHALGUNA 25, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुष्क संकलन के रूप में रखा जा सके ।
Separate Paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 29 फरवरी, 2008

का. आ. 525.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश उच्च न्यायालय, जबलपुर में केंद्रीय अन्वेषण ब्यूरो के रिटेनर काउंसिल श्री अजय गुप्ता, अधिवक्ता को उक्त उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलें अथवा अन्य मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/40/2006-ए.पी.डी.-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 29th February, 2008

S.O. 525.—In exercise of the powers conferred by the provisions of sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Ajay Gupta, Advocate and Retainer Counsel of Central Bureau of Investigation, in the Madhya Pradesh High Court at Jabalpur, as Special Public Prosecutor, for conducting prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the aforesaid High Court.

[No. 225/40/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का. आ. 526.—केंद्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को उड़ीसा राज्य में भुवनेश्वर में विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के. अ. ब्यूरो) द्वारा संस्थित और केंद्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए मामलों के अभियोजन, और विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

1. ए. के. छोत्रे
2. भार. होता

[सं. 225/34/2007-ए.वी.डी. II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 526.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors, for conducting prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Orissa at Bhubaneswar as entrusted to them by the Central Bureau of Investigation in the trial courts and appeals/revisions or other matter arising out of these cases in revisional or appellate courts established by law :—

S/Shri

1. A.K. Chhotray,
2. R. Hota.

[No. 225/34/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का. आ. 527.—केंद्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गुवाहाटी उच्च न्यायालय में केंद्रीय अन्वेषण ब्यूरो के रिटेनर काउंसिल श्री अतुल चंद्र बुरगोहेन, एडवोकेट को गुवाहाटी उच्च न्यायालय में अभियोजन, अपीलों, पुनरीक्षणों अथवा दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अन्य कार्यवाहियों के संचालन के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/41/2006-ए.वी.डी. II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 527.—In exercise of the powers conferred by provisions of sub-section (8) of Section 24 of the Code of

Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Atul Chandra Buragohain, Advocate, a Retainer Counsel of Central Bureau of Investigation, in the Guwahati High Court as Special Public Prosecutor, for conducting prosecution, appeals, revisions or other proceedings arising out of the cases investigated by the Delhi Special Police Establishment, in the Guwahati High Court.

[No. 225/41/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 4 मार्च, 2008

का. आ. 528.—केंद्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिवक्ताओं को अरुणाचल प्रदेश राज्य, इटानगर में विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के. अ. ब्यूरो) द्वारा संस्थित और उन्हें केंद्रीय अन्वेषण ब्यूरो द्वारा सौंपे गए मामलों के अभियोजन और विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

सर्वश्री

1. मुक पर्टिन
2. मोहम्मद शाह सैयद समादुर रहमान

[सं. 225/42/2006-ए.वी.डी. II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 4th March, 2008

S.O. 528.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting prosecution, of cases instituted by Delhi Special Police Establishment (CBI) in the State of Arunachal Pradesh at Itanagar as entrusted to them by the Central Bureau of Investigation in the trial courts and appeals/revisions of other matter arising out of these cases in revisional or appellate courts established by law :—

S/Shri

1. Muk Pertin,
2. Md. Shah Syed Samadur Rahman.

[No. 225/42/2006-AVD-II]

CHANDRA PARKASH, Under Secy.

नई दिल्ली, 5 मार्च, 2008

का. आ. 529.—केंद्रीय सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा विचारण न्यायालयों और अपील/पुनर्विचारण न्यायालयों या महाराष्ट्र राज्य में विधि द्वारा स्थापित न्यायालयों, जिन पर उपरोक्त धारा के प्रावधान लागू होते हैं, में संस्थित मामला आरसी 6 (एस)/1993/सीबीआई/मुंबई अथवा इनसे उद्भूत अन्य मामलों में श्री धीरज यू. मिराजकर, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/4/2008-ए.वी.डी. II],

चंद्र प्रकाश, अवर सचिव

New Delhi, the 5th March, 2008

S.O. 529.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Dheeraj U. Mirajkar Advocate as Special Public Prosecutor for conducting the prosecution in case No. RC.6(S)/1993-Born for conducting prosecution of cases instituted by the Delhi Special Police Establishment in trial courts and appellate/revisional courts or any other matters arising out of the case in the courts established by law in the State of Maharashtra to which provisions of the aforesaid section apply.

[No. 225/4/2008-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 7 मार्च, 2008

का. आ. 530.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्द्वारा, श्री जे. वासुदेवन, ए ए आई एफ आर में वरिष्ठतम सदस्य, को दिनांक 5-3-2008 से अगले आदेश होने तक, ए ए आई एफ आर के अध्यक्ष के रूप में कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. 20(2)/2002-आईएफ-II खंड-2]

जे. एस. फौगाट, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 7th March, 2008

S.O. 530.—In exercise of the powers conferred by sub-section (5) of the Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 the Central Government hereby authorizes Shri J. Vasudevan, the senior most Member in AAIFR, to act as Chairman, AAIFR from 5-3-2008, until further orders.

[F.No.20(2)/2002-IF.II/Vol.2]

J. S. PHAUGAT, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 22 फरवरी, 2008

का. आ. 531.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्द्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:-

उक्त अनुसूची में-

दीनदयाल उपाध्याय गोरखपुर विश्वविद्यालय/गोरखपुर विश्वविद्यालय के सामने 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' [इसके बाद स्तंभ (2) के रूप में संदर्भित] शीर्ष के अन्तर्गत अन्तिम प्रविष्टि और 'पंजीकरण के लिए संक्षेपण' [इसके बाद स्तंभ (3) के रूप में संदर्भित] शीर्ष के अन्तर्गत उससे संबद्ध प्रविष्टि के बाद, निम्नलिखित रखा जायेगा, अर्थात्:-

(2)	(3)
“मास्टर आफ सर्जरी (सामान्य शल्यचिकित्सा)”	एम एस (सामान्य शल्य चिकित्सा) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी. आर. डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1983 में अथवा इसके उपरान्त प्रदान की गई हो)
“डाक्टर आफ मेडिसिन (संज्ञाहरणविज्ञान)”	एम. डी. (संज्ञाहरणविज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी. आर. डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1983 में अथवा इसके उपरान्त प्रदान की गई हो)
“संज्ञाहरण विज्ञान में डिप्लोमा”	डी. ए. (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी.आर.डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1982 में अथवा इसके उपरान्त प्रदान की गई हो)

(2)	(3)
“मास्टर ऑफ मेडिसिन (बाल चिकित्सा)”	एम. डी. (बाल चिकित्सा) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी.आर.डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1982 में अथवा इसके उपरान्त प्रदान की गई हो)
“शिशु स्वास्थ्य में डिप्लोमा”	डी. सी. एच (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी.आर.डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1981 में अथवा इसके उपरान्त प्रदान की गई हो)
“डाक्टर ऑफ मेडिसिन (त्वचा विज्ञान, रतिज रोग एवं कुष्ठ रोग/त्वचा एवं रतिज रोग)”	एम. डी. (त्वचा विज्ञान, रतिज रोग एवं कुष्ठ रोग/त्वचा एवं रतिज रोग) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी.आर.डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1986 में अथवा इसके उपरान्त प्रदान की गई हो)
“डाक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (प्रसूति एवं स्त्री रोग विज्ञान)”	एम डी/एम एस (प्रसूति एवं स्त्री रोग विज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी. आर. डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1982 में अथवा इसके उपरान्त प्रदान की गई हो)
“प्रसूति एवं स्त्री-रोग विज्ञान में डिप्लोमा”	डी.जी.ओ. (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह ग्रांट बी.आर.डी. मेडिकल कॉलेज, गोरखपुर द्वारा 1981 में अथवा इसके उपरान्त प्रदान की गई हो)

[सं. यू.-12012/3/2008-एम ई.(पी-11)]

एस. के. मिश्रा, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 22nd February, 2008

S.O. 531.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule—

against “Deen Dayal Upadhyaya Gorakhpur University/Gorakhpur University”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
“Master of Surgery (General Surgery)”	MS (Gen. Surgery) (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1983).
“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia) (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1983).
“Diploma in Anaesthesia”	D.A. (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1982).
“Doctor of Medicine (Paediatrics)”	MD (Paediatrics) (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1982).

(2)	(3)
"Diploma in Child Health"	D.C.H. (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1981).
"Doctor of Medicine (Dermatology, Venereology & Leprosy/Skin & V.D.)"	MD(Dermatology, Venereology & Leprosy/Skin & V.D.) (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1986).
"Diploma in Venereology & Dermatology"	D.V.D. (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1985).
"Doctor of Medicine/Master of Surgery (Obst. & Gynae.)"	MD/MS (Obst. & Gynae.) (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1982).
"Diploma in Gynae. & Obst."	D.G.O. (This shall be a recognized medical qualification when granted by B.R.D. Medical College, Gorakhpur on or after 1981).

[No. U-12012/3/2008-ME(P-II)]

S. K. MISHRA, Under Secy.

नई दिल्ली, 29 फरवरी, 2008

का. आ. 532.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्:-

उक्त अनुसूची में-

(क) शीर्षक 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [इसके पश्चात् स्तंभ (2) के रूप में संदर्भित] के अन्तर्गत "कश्मीर विश्वविद्यालय" के सामने अन्तिम प्रविष्टि शीर्षक 'पंजीकरण के लिए संक्षेपण' [इसके पश्चात् स्तंभ (3) के रूप में संदर्भित] शीर्ष के अन्तर्गत उससे संबंधित प्रविष्टि के बाद, निम्नलिखित जोड़ा जायेगा, अर्थात्:-

"डाक्टर ऑफ मेडिसिन (विकृति विज्ञान)"	एम.डी. (विकृति विज्ञान) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी यदि यह जब कश्मीर विश्वविद्यालय द्वारा सरकारी मेडिकल कालेज, श्रीनगर में प्रशिक्षित छात्रों के संबंध में प्रदान की गई हो)
--------------------------------------	---

[संख्या यू-12012/597/2007-एम ई (नीति-II)]

एस. के. मिश्रा, अवर सचिव

New Delhi, the 29th February, 2008

S.O. 532.—In exercise of the powers conferred by the sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule—

(a) against "Kashmir University", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

"Doctor of Medicine(Pathology)"	MD(Pathology) (This shall be a recognized medical qualification when granted by Kashmir University in respect of students trained at Govt. Medical College, Srinagar).
---------------------------------	---

[No. U-12012/597/2007-ME(P-II)]

S. K. MISHRA, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 29 फरवरी, 2008

का. आ. 533.—सार्वजनिक परिसर (अवैध कब्जे खाली कराना) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्र सरकार के राजपत्रित अधिकारी के समकक्ष अधिकारी के रूप में अंग्रेजी और विदेशी भाषा विश्वविद्यालय, हैदराबाद के उप-रजिस्ट्रार श्री मुरली धर टाडी को उपर्युक्त अधिनियम के प्रयोजनार्थ सम्पदा अधिकारी नियुक्त करती है। वे अंग्रेजी और विदेशी भाषा विश्वविद्यालय, हैदराबाद के प्रशासनिक नियंत्रण के तहत आने वाले सार्वजनिक परिसरों के संबंध में उपर्युक्त अधिनियम के तहत सम्पदा अधिकारी की शक्तियों का उपयोग करेंगे और कर्तव्यों का पालन करेंगे।

[सं. एफ-34-11/2007 डेस्क (यू)]

एस. एस. महालावत, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 29th February, 2008

\$O. 533.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri Muralidhar Tadi, Deputy Registrar, English and Foreign Languages University, Hyderabad, being an officer equivalent to the rank of a Gazetted Officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on the estate officer by or under the said Act in respect of the public premises belonging to and under the administrative control of the English and Foreign Languages University, Hyderabad.

[No. F.34-11/2007-Desk (U)]

S. S. MAHLAWAT, Under Secy.

रसायन एवं उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 28 फरवरी, 2008

का. आ. 534.—केन्द्रीय सरकार राजभाषा "संघ के शासकीय प्रयोजनों के लिए प्रयोग नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में रसायन और उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक नियंत्रणाधीन सहकारी समिति कृषक भारती को-ओपरेटिव लिमिटेड (कृभको) के राज्य विपणन कार्यालय, चैन्नई जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई-11011/1/2006-हिन्दी]

विजय छिब्वर, संयुक्त सचिव

MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Fertilizers)

New Delhi, the 28th February, 2008

\$O. 534.—In pursuance of sub-rule (4) of the Rule 10 of the Official Language "Use for official purposes of the Union" Rule, 1976 the Central Govt. hereby notifies the Krishak Bharti Cooperative Ltd. (Kribhco), State Marketing Office, Chennai under the administrative control of the Ministry of Chemicals & Fertilizers Department of Fertilizers whereof 80% staff have acquired the working knowledge of Hindi.

[No.E-11011/1/2006-Hindi]

VIJAY CHHIBBER, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 26 फरवरी, 2008

का. आ. 535.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डायनामिक डिजिटल वेइंग सिस्टम्स, नं. 111, पिक सीटी टावर, पीतल फैक्टरी के पास, झोल्झवारा रोड, जयपुर-302 016 राजस्थान द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डी डब्ल्यू एस" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "डायनामिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/346 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2007]

आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 26th February, 2008

S.O. 535.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "DWS" series of high accuracy (Accuracy class-II) and with brand name "DYNAMIC" (herein referred to as the said Model), manufactured by M/s. Dynamic Digital Weighing System, No. 111, Pink City Tower, Near Pittal Factory, Zotzwara Road, Jaipur-302016, Rajasthan and which is assigned the approval mark IND/09/07/346;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का. आ. 536.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डायनामिक डिजिटल वेइंग सिस्टम्स, नं. 111, पिक सीटी टावर, पीतल फैक्टरी के पास, झोझवारा रोड, जयपुर-302 016 राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डी डब्ल्यू टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "डायनामिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/347 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2007]

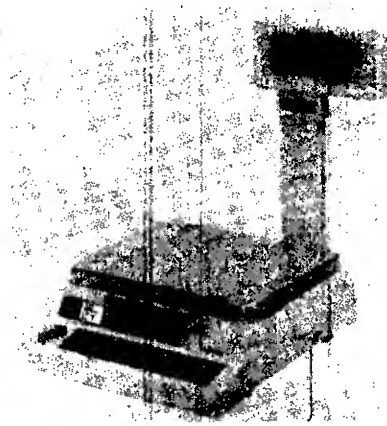
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2008

S.O. 536.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "DWT" series of medium accuracy (Accuracy class-III) and with brand name "DYNAMIC" (herein referred to as the said Model), manufactured by M/s. Dynamic Digital Weighing System, No. 111, Pink City Tower, Near Pittal Factory, Zotzwar Road, Jaipur-302016, Rajasthan and which is assigned the approval mark IND/09/07/347;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(174)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का. आ. 537.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डायनामिक डिजिटल वेइंग सिस्टम्स, नं. 111, पिक सीटी टावर, पीतल फैक्टरी के पास, झोल्झवारा रोड, जयपुर-302 016 राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डी डब्ल्यू पी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “डायनामिक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/348 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का अंकक सूचन सहित भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलने उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(174)/2007]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2008

S.O. 537.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "DWP" series of medium accuracy (Accuracy class-III) and with brand name "DYNAMIC" (herein referred to as the said Model), manufactured by M/s. Dynamic Digital Weighing System, No. 111, Pink City Tower, Near Pittal Factory, Zotzwar Road, Jaipur-302016, Rajasthan and which is assigned the approval mark IND/09/07/348;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500 kg. and minimum capacity of 1kg. The verification scale interval (e) is 50 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts 50 Hertz alternate current power supply.

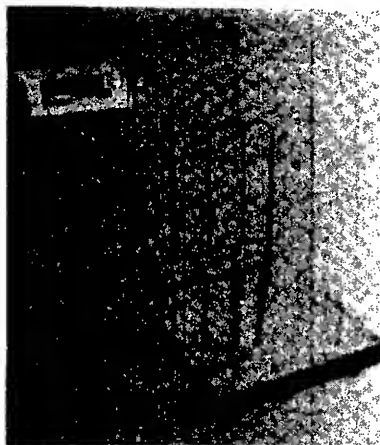


Fig. 2 Schematic diagram of sealing provision of the model

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(174)/2007]

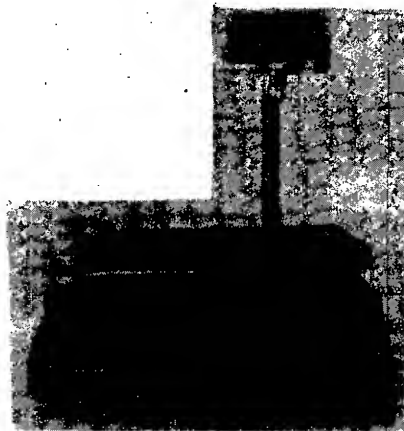
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का. आ. 538.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स लुहर जेरेम रामजी, जेसर रोड, नोदर्न रेलवे क्रोसिंग, सावरकुंडला-364 515, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “जे आर टी-01” शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एस.के. डीजी स्केल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/381 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



सीलिंग व्यवस्था की सिमेटिक व्यवस्था

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज और 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-5} , 2×10^{-5} या 5×10^{-5} , के हैं, जहां पर ‘के’ धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2007]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2008

S.O. 538.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "JRT-01" series of medium accuracy (Accuracy class-III) and with brand name "S.K. Digi Scale" (herein referred to as the said Model), manufactured by M/s. Luhar Jeram Ramji, Jesar, Road, Nr. Railway Crossing, Savarkundla-364 515, Gujarat and which is assigned the approval mark IND/09/07/381;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts 50 Hertz alternate current power supply.

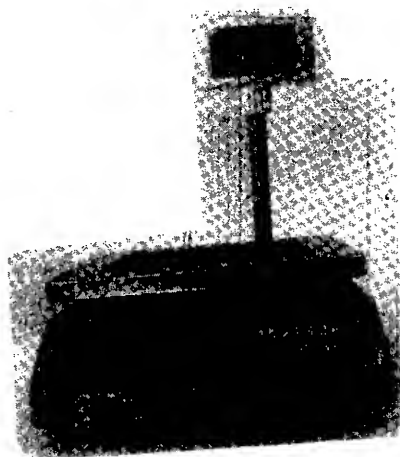


Fig. 2 Schematic arrangement of sealing arrangement

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(204)/2007]

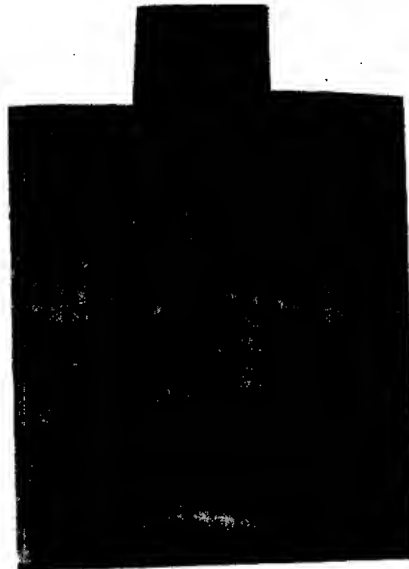
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का. आ. 539:—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स लुहर जेरम रामजी, जेसर रोड, नोदर्न रेलवे क्रॉसिंग, सारकुंडला-364 515, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "जे आर पी-03" शृंखला के अस्वचालित अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एस.के. डीजी स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन दिह आई एन डी/09/07/382 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



सीलिंग व्यवस्था की सिमेटिक व्यवस्था

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा तथा मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा। मॉडल के सीलिंग प्रावधान का विशिष्ट स्कीम डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जहाँ पर 'के' धनात्मक या शून्यात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(204)/2007]

आर. माधुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2008

S.O. 539.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of "JRP-03" series of medium accuracy (Accuracy class-III) and with brand name "S.K. Digi Scale" (herein referred to as the said Model), manufactured by M/s. Luhar Jeram Ramji, Jesar Road, Nr. Railway Crossing, Savarkundla-364 515, Gujarat and which is assigned the approval mark IND/09/07/382;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts 50 Hertz alternative current power supply.

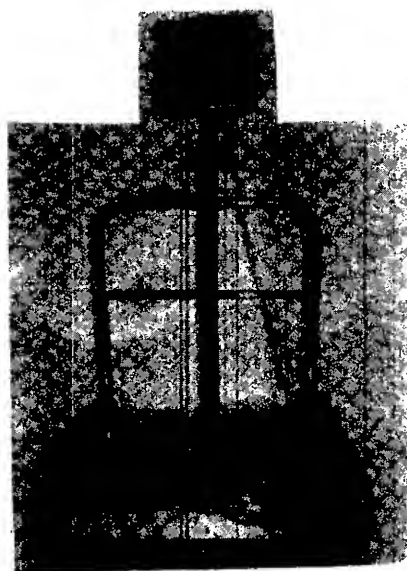


Fig. 2 Schematic arrangement of sealing arrangement.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. A typical schematic diagram of the sealing arrangement of the model has been given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(204)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 26 फरवरी, 2008

का. आ. 540.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स लूहार नरसी हरी, गोरावाड़ी, पालीताना-364 270 गुजरात द्वारा विनिर्मित काउंटर मशीन के मॉडल का, जिसके ब्रांड का नाम "एल एन एच" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/167 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक काउंटर मशीन है। इसकी अधिकतम क्षमता 10 कि.ग्रा. है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 कि.ग्रा. से 50 कि.ग्रा. तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(74)/2007]

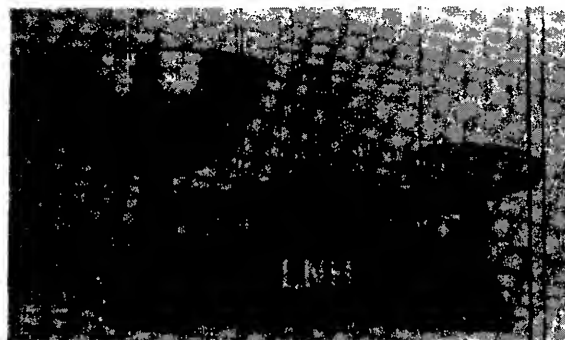
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th February, 2008

S.O. 540.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of counter machine with brand name "LNH" manufactured by M/s. Luhar Narshi Hari, Gorawadi, Palitana-364 270, Gujarat and which is assigned the approval mark IND/09/07/167.

The said model (see the figure given below) is a counter machine with maximum capacity of 10kg.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity ranging from 1kg. to 50 kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

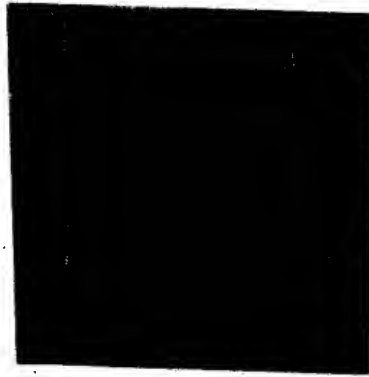
[F.No. WM-21(74)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 फरवरी, 2008

का. आ. 541.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अश्विनी इलेक्ट्रोनिक्स, # श्री जयराम गार्डन, ऑफ एल एंड टी बाइपास रोड, मॉक्कराई मार्किट, कोयम्बतूर-641105 द्वारा विनिर्मित "एफ एम 2000" श्रृंखला के अंकक सूचन सहित टैक्सी/आटो किराया मीटर के माडल का, जिसके ब्रांड का नाम "राइट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन त्रिह आई एन डी/09/07/274 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त माडल अंकक सूचन सहित टैक्सी/आटो किराया मीटर है जो समय और दूरी नापने का उपकरण है। यह यात्रा के किसी भी क्षण यात्री द्वारा सदैव प्रभार को निरंतर जोड़ता रहता है और उपदर्शित करता रहता है। यात्रा के दौरान कतिपय विनिर्दिष्ट चाल से ऊपर और विनिर्दिष्ट चाल के नीचे चली गई दूरी के किराए को देय करने का फंक्शन है। प्रकाश उत्सर्जक डायोड (एल ई डी) मीटर की रीडिंग उपदर्शित करता है। "के" घटक 1400 पल्स/कि.मी. है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

[फा. सं. डब्ल्यू एम-21(121)/2007]

आर. माधुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th February, 2008

S.O. 541.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of a Taxi/Auto Fare Meter with digital indication of 'FM 2000' series with brand name "RIGHT" (herein referred to as the said model), manufactured by M/s. Ashwin Electronics, # 301/1, Sri Jayaram Gardens, Off L & T Bypass Road, Maukkarai Market, Coimbatore-641105 and which is assigned the approval mark IND/09/07/274.



The said model is a Taxi/Auto Fare Meter with digital indication incorporated with a distance and time measuring device. It totalizes continuously and indicates the fare at any moment of the journey, the charges payable by the passenger. The fare to pay is a function of the distance travelled above a certain specified speed and the time elapsed below a specified speed during the journey. The reading of the meter is indicated by Light Emitting Diode (LED). The 'k' factor of the instrument is 1400 pulses per kilometre.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

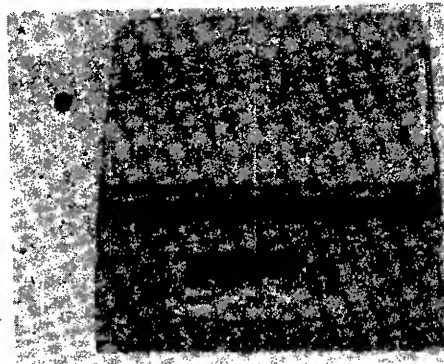
[F.No. WM-21(121)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

का. आ. 542.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्राइम टेल., एफ-88, सेलाकौ इंडस्ट्रियल एरिया, देहरादून, उत्तरांचल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "प्राइम 44-के" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "प्राइम टेल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/254 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

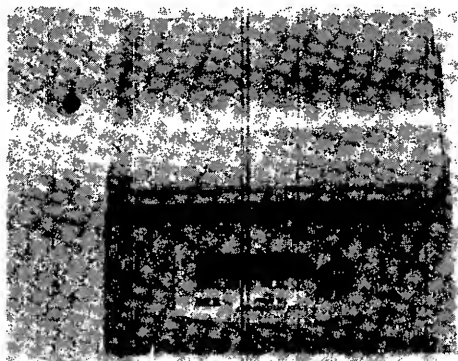
[फा. सं. डब्ल्यू एम-21(125)/2007]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

S.O. 542.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of "PRIME 44-K" series of medium accuracy (Accuracy class-III) and with brand name "PRIME TEL" (herein referred to as the said model), manufactured by M/s. Prime Tel, F-88, Selaqui Industrial Area, Dehradun, Uttranchal and which is assigned the approval mark IND/09/07/254;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(125)/2007]

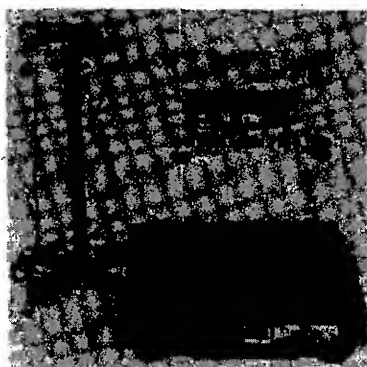
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 29 फरवरी, 2008

का. आ. 543.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्राइम टेल., एफ-88, सेलाकी इंडस्ट्रियल एरिया, देहरादून उत्तरांचल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "प्राइम 44-यू" शृंखला के अंकक सूचन सहित, स्वतः सूचक अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "प्राइम टेल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/255 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(125)/2007]

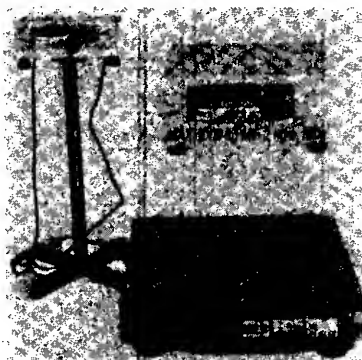
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th February, 2008

S.O. 543.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic, (Platform type) weighing instrument with digital indication of "PRIME 44-U" series of medium accuracy (Accuracy class-III) and with brand name "PRIME TEL" (herein referred to as the said model), manufactured by M/s. Prime Tel, F-88, Selaqui Industrial Area, Dehradun, Uttranchal and which is assigned the approval mark IND/09/07/255;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity upto 50 kg and up to 5000 kg and with number of verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(125)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 11 फरवरी, 2008

का. आ. 544.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख)के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 648: 2006 अतप्त बेल्लित गैर दिशात्मक विद्युत इस्पात की चद्दर एवं पत्ती -पूर्ण प्रक्रमित प्ररूप-विशिष्टि (पांचवा पुनरीक्षण)	संशोधन संख्या 1 दिसम्बर 2007	4 फरवरी 2008

इन संशोधनों की प्रतियाँ भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली, -110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी-4/T-23]

डा. (श्रीमति) स्नेह भाटला, वैज्ञानिक 'एफ' एवं प्रमुख(एमटीडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 11th February, 2008

S.O. 544—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standard hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. & Year of the Indian Standard (s) amendment (s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 648:2006 Cold rolled non-oriented electrical steel sheet and strip-fully processed type—Specification (fifth revision)	Amendment No. 1 December 2007	4 February 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD-4/T-23]

Dr. (Mrs.) SNEH BHATLA, Scientist 'F' & Head (Met Engg)

नई दिल्ली, 29 फरवरी, 2008

का. आ. 545.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 800:2007 इस्पात में सामान्य निर्माण-रीति संहिता (तीसरा पुनरीक्षण)	आई एस 800:1984	22 फरवरी 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/ राजपत्र]

ए.के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख(सिविल इंजीनियरी)

New Delhi, the 29th February, 2008

S.O. 545.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sr. No.	No & Year of the Indian Standards Established	No. & year of the Indian Standards, if any, superseded by the new Indian Standard	Date of Established
(1)	(2)	(3)	(4)
I	IS800:2007 Code of Practice for General Construction in Steel (Third Revision)	IS 800: 1984	22 February 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/ Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engineering)

नई दिल्ली, 29 फरवरी, 2008

का. आ. 546.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक(को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. 204 (भाग 1) : 1991	संख्या 1, जनवरी, 2008	13 फरवरी 2008
2. 204 (भाग 2) : 1992	संख्या 3, जनवरी, 2008	14 फरवरी, 2008
3. 7196 : 1974	संख्या 2, जनवरी, 2008	31 जनवरी, 2008
4. 12867 : 1989	संख्या 1, जनवरी, 2008	31 जनवरी, 2008

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/ राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 29th February, 2008

S.O. 546.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No & Year of the Indian Standard	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	204 (Part 1): 1991	No. 1, January 2008	13 February, 2008
2.	204 (Part 2): 1992	No. 3, January, 2008	14 February 2008
3.	7196: 1974	No. 2, January, 2008	31 January, 2008
4.	12867: 1989	No. 1, January, 2008	31 January, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch offices Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 3 मार्च, 2008

का. आ. 547.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	वैधता तिथि	नाम व पता	उत्पाद	आइ. एस. नं./ पार्ट/सैक्शन/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1	8848508	31-07-2008	वी एस केबल इण्डिया लिमिटेड, 1/536/53ए, फ्रेण्डस कालोनी इण्डस्ट्रीयल एरिया, जी टी रोड, शाहदरा, दिल्ली-110095	पी.वी.सी. इन्सुलैटिड केबल्स	694:1990
2	8849510	07-08-2008	सुराना केबल्स, 340-ए/32, (प्रथम मंजिल) गली नं.1-ए, फ्रेण्डस कालोनी इण्डस्ट्रीयल एरिया, दिल्ली-110095	पी.वी.सी. इन्सुलैटिड केबल्स	694:1990
3	8850188	08-08-2010	सोनी भाई ज्वैलर्स, 1174, कूचा महाजनी, चांदनी चौक, दिल्ली-110006	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
4	8850289	08-08-2010	सोना ज्वैलर्स, 41, निशान्त कुंज, पहाडी धीरज सोसाइटी, मेन रोड, पीतम पुरा, दिल्ली-110088	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
5	8850895	13-08-2008	ए पी इण्डस्ट्रीज, बी 14/4, झिलमिल इण्डस्ट्रीयल एरिया, दिल्ली-110032	एक्स. एल. पी. ई. केबल्स	7098 : पार्ट 1 : 1988
6	8850996	13-08-2010	बी राम स्वरूप जौहरी एण्ड सन्स ज्वैलर्स, एम 53, (एफ एफ), एम ब्लॉक मार्किट, ग्रेटर कैलाश, पार्ट 1, नई दिल्ली-110048	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
7	8851897	08-08-2008	पाई-स्क्वायर केबल्स प्रा. लि., ई-19, सैक्टर 2, इण्डस्ट्रीयल एरिया, बवाना, दिल्ली-110039	एक्स. एल. पी. ई. केबल्स	7098 : पार्ट 1:1986
8	8851901	15-08-2010	सोनी ज्वैलर्स, एल 92, मुनिरका मार्किट, प्रताप मार्किट, आर के पुरम, नई दिल्ली-110067	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
9	8852091	08-08-2010	सोनी ज्वैलर्स, एल 92, मुनिरका मार्किट प्रताप मार्किट, आर के पुरम दिल्ली-110067	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:1999

(1)	(2)	(3)	(4)	(5)	(6)
10	8852192	15-08-2010	रावलपिंडि जवैलर्स प्रा. लि., 2298-2300, नियर क्लॉक टावर, सब्जि मंडी दिल्ली-110007	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
11	8852293	15-08-2010	बसन्त राय हुकुम चन्द जैन, 1735, दरीबा कलाँ, चांदनी चौक, दिल्ली-110006	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
12	8853194	09-08-2010	पाई-स्कवायर केबल्स, प्रा. लि., ई-19, सैक्टर 2, इण्डस्ट्रीयल एरिया, बवाना, दिल्ली-110039	पी.वी.सी. इन्सुलेटिड एच डी केबल्स	1554: भाग 1: 1988
13	8853703	09-08-2008	नवलाईट केबल प्रा लि, एच-1198 (बैसमेंट एण्ड ग्राउण्ड फ्लोर), डी एस आई डी सी इण्डस्ट्रीयल कॉम्प्लैक्स, नरेला, दिल्ली-110040	पी.वी.सी. इन्सुलेटिड एच.डी. केबल्स	1554: भाग 1: 1988
14	8853804	21-08-2010	राज ज्वैलर्स, बी 489/90, डी डी ए कालोनी, ख्याला, दिल्ली-110018	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
15	8854301	08-08-2010	कालोस इलेक्ट्रिक इण्डस्ट्रीज, 54/सी-7, रामा रोड, नजफगढ़ रोड, इण्डस्ट्रीयल एरिया, दिल्ली-110015	पॉवर कैपिसेटर्स	13340:1993
16	8854402	22-08-2008	हैव्स इण्डिया लिमिटेड, डी-6, सेक्टर -8, नौएडा, जिला गौतम बुध नगर, उत्तर प्रदेश-201030	पॉवर कैपिसेटर्स	13340:1993
17	8855606	28-08-2008	के.आर. केबल्स, जी आई-57, द्वितीय मंजिल, लोरेंस रोड इण्डस्ट्रीयल एरिया, दिल्ली - 110035	पी.वी.सी. इन्सुलेटिड कैबल्स	694:1990
18	8855707	28-08-2008	एम्पायर केबल इण्डस्ट्रीज (प्रा) लिमिटेड, प्लॉट न. 115, फेस II, बादली इण्डस्ट्रीयल एरिया, दिल्ली -110042	एक्स.एल.पी.ई. केबल्स	7098:भाग 1: 1988
19	8855808	13-08-2008	सत्यम पावर इण्डस्ट्रीयल केबल, जी-1031, डी एस आई डी सी इण्डस्ट्रीयल एरिया, नरेला, दिल्ली - 110040	पी.वी.सी. इन्सुलेटिड एच डी. केबल	1554:भाग 1 : 1988
20	8856305	15-08-2008	सत्यम पावर इण्डस्ट्रिल केबल, जी-1031, डी एस आई डी सी इण्डस्ट्रीयल एरिया, नरेला, दिल्ली - 110040	पी.वी.सी. इन्सुलेटिड केबल्स	694:1990

(1)	(2)	(3)	(4)	(5)	(6)
21	8856406	30-08-2008	श्री कृष्णा पालीमर्स एण्ड इलेक्ट्रिकल्स, 1/536-बी/7, गली नं. 4, फ्रैण्डस कालोनी इण्डस्ट्रीयल एरिया, शाहदरा, दिल्ली-110095	स्विचस फॉर डोमैस्टिक ऐपलाइंसिस	3854:1997
22	8857105	26-08-2008	नवलाईट केबल प्रा. लि., एच-1198, (बेसमेण्ट एण्ड ग्राउण्ड फ्लोर), डी एस आई डी सी एण्डस्ट्रीयल पार्क, नरेला, दिल्ली-110040	पी.वी.सी. इन्सुलैटिड केबल्स	694:1990
23	8857610	05-09-2010	पार्थ जैम्स एण्ड ज्वैलर्स, 2646/49, बैंक स्ट्रीट, करोल बाग, दिल्ली-110005	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
24	8857711	05-09-2010	पार्थ जैम्स एण्ड ज्वैलर्स, 2646/49, बैंक स्ट्रीट, करोल बाग, दिल्ली-110005	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:2003
25	8857812	05-09-2010	एस के ज्वैलर्स, सी 6, मेन मार्किट, मालवीय नगर, दिल्ली-110017	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
26	8857913	26-08-2008	एस के ज्वैलर्स, सी 6, मेन मार्किट, मालवीय नगर, दिल्ली-110017	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:2003
27	8858107	05-08-2010	बलराज सन्स ज्वैलर्स, 18, सैण्ट्रल मार्किट, अशोक विहार, दिल्ली-110052	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
28	8858208	05-09-2010	बीएनए एण्टरप्राइजिज प्रा लि, 5, अंसारी रोड, दरिया गंज, नई दिल्ली-110002	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
29	8858309	05-09-2010	बीएनए एण्टरप्राइजिज प्रा. लि., 5, अंसारी रोड, दरिया गंज, नई दिल्ली-110002	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:2003
30	8858410	05-09-2010	चम्पा लाल ज्वैलर्स प्रा. लि., 1071-72, मालीवाडा, चांदनी चौक, दिल्ली-110006	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
31	8858612	09-09-2010	शिवम ज्वैलर्स, 6/9, मोती नगर, दिल्ली-110015	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
32	8858713	09-09-2010	रास, एस 240, पंचशील पार्क, नई दिल्ली-110017	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:2003

(1)	(2)	(3)	(4)	(5)	(6)
33	8858814	09-09-2010	रास, एस 240, पंचशील पार्क, नई दिल्ली-110017	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
34	8859614	11-09-2010	कबीर डायमण्ड्स प्रा. लि., 109, मोती बाजार, चौदनी चौक, दिल्ली-110006	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
35	8860696	13-09-2010	आई. पी. ज्वैलर्स, 2719, बैंक स्ट्रीट, करोल बाग, दिल्ली-110005	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112:2003
36	8860797	13-09-2010	चम्पा लाल एण्ड कम्पनी ज्वैलर्स, एम-49, शॉप नं. 10, एम-ब्लॉक मार्किट, ग्रेटर कैलाश, पार्ट-I, नई दिल्ली-110048	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
37	8860801	13-09-2010	चम्पा लाल एण्ड कम्पनी ज्वैलर्स, एम-49, शॉप नं. 10, एम-ब्लॉक मार्किट, ग्रेटर कैलाश, पार्ट-I, नई दिल्ली-110048	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
38	8860902	13-09-2010	चोपड़ा सोलिटैयर्स प्रा. लि., 2440/10, गली नं. 10, बीडन पुरा, अजमल खान रोड, करोल बाग, दिल्ली-110005	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
39	8861092	13-09-2010	द्वारका संस, द्वारका भवन, ग्राउण्ड फ्लोर, डी-28, कमला नगर, दिल्ली-110007	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
40	8861193	13-09-2010	भास्कर ज्वैलर्स प्रा. लि., 2665/2, बीडन पुरा, करोल बाग, दिल्ली-110005	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
41	8862195	16-09-2008	गामती केबल्स, 460, ए/3, पांडव नगर रोड, विश्वास नगर, गली नं. 12 के सामने, शाहदरा, दिल्ली-110032	पी.वी.सी. इन्सुलैटिड केबल्स	694:1990
42	8862704	18-09-2010	भोला संस गोल्ड एण्ड डायमण्ड्स प्रा. लि., डी-2/5, कृष्णा नगर, दिल्ली-110051	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417:1999
43	8863096	20-09-2008	वीना एन्टरप्राइजिज, 536/एफ-1, ग्राउण्ड फ्लोर, गली नं. 41/2, हंसराज कम्पाउण्ड, फ्रेंड्स कालोनी इण्डस्ट्रीयल एरिया, जी. टी. रोड, शाहदरा, दिल्ली-110095	पी.वी.सी. इन्सुलैटिड केबल्स	694:1990

(1)	(2)	(3)	(4)	(5)	(6)
44	8863201	20-09-2008	एक्टिव इण्डस्ट्रीज, सी-618, डी.एस.आई.डी.सी. इण्डस्ट्रीयल एरिया, नरेला, दिल्ली-110040	एक्स. एल.पी.ई. केबल्स	7098 : भाग 1 1988
45	8863302	20-09-2008	पन्ना लाल ओम प्रकाश जवैलर्स, 4545, आर्य समाज रोड, करोल बाग, नई दिल्ली -110005	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417 : 1999
46	8863403	25-09-2010	पन्ना लाल ओम प्रकाश जवैलर्स, 4545, आर्य समाज रोड, करोल बाग नई दिल्ली -110005	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112 : 2003
47	8863504	20-09-2010	श्री राम जवैलर्स, एक्स-324, मंगोल पुरी, नियर संजय गांधी होस्पिटल, दिल्ली -110083	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417 : 1999
48	8863605	25-09-2010	श्री राम जवैलर्स, एक्स-324, मंगोल पुरी, नियर संजय गांधी होस्पिटल, दिल्ली-110083	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112 : 2003
49	8863706	20-09-2010	श्री अम्बे जवैलर्स, 6/172-173, फर्श बाजार, नियर एम सी डी ऑफिस, शाहदरा, दिल्ली-110032	स्वर्ण आभूषणों/ शिल्पकारी की हॉल मार्किंग	1417 : 1999
50	8863807	20-09-2010	श्री अम्बे जवैलर्स, 6/172-173, फर्श बाजार, नियर एम सी डी ऑफिस, शाहदरा, दिल्ली- 110032	रजत आभूषणों/ शिल्पकारी की हॉल मार्किंग	2112 : 2003
51	8864102	18-09-2008	कलिंगा केबल्स एण्ड पाइप्स, जे-2845, डी.एस.आई.डी.सी. इण्डस्ट्रीयल एरिया, दिल्ली-110040	पी.वी.सी. इन्सुलैटिड केबल्स	694 : 1990
52	8864809	28-09-2008	मीनू एण्टरप्राइजिज, एन-67, सैक्टर-2, डी.एस.आई.डी.सी. इण्डस्ट्रीयल एरिया, बवाना इण्डस्ट्रीयल एरिया, दिल्ली	पी.वी.सी. इन्सुलैटिड केबल्स	694 : 1990

[सं. सी एम डी/13:11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 3rd March, 2008

S.O. 547.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Validity date	Name and Address	Product	IS No./ Part/Sec/ Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	8848508	31-07-2008	V.S. Cable India Ltd. 1/536/53A, Friends Colony Industrial Area, G.T. Road, Shahdara, Delhi-110095	PVC Insulated Cables	694:1990
2.	8849510	07-08-2008	Surana Cables 340-A/32, (first floor) Gali No. I-A, Friends Colony Indl. Area, Delhi- 110095	PVC Insulated Cables	694:1990
3.	8850188	08-08-2010	Soni Bhai Jewellers 1174, Kucha Mahajani, Chandi Chowk, Delhi-110006	Hallmarking of Gold	1417:1999
4.	8850289	08-08-2010	Sona Jewellers 41, Nishant Kunj Pahari Dheeraj Society, Main Road, Pitam Pura, Delhi-110088	Hallmarking of Gold	1417:1999
5.	8850895	13-08-2008	A.P. Industries B-14/4, Jhilmil Industrial Area, Delhi-110032	XLPE Cables	7098:PART 1: 1988
6.	8850996	13-08-2010	B.Ram Swaroop Johari & Sons Jewellers M-53, (FF) M. Block Market. Greater Kailash, Part-1 New Delhi- 110048	Hallmarking of Gold	1417:1999
7.	8851897	08-08-2008	PI-Square Cables Pvt. Ltd. E-19, Sector 2, Industrial Area, Bawana, Delhi- 110039	XLPE Cables	7098: Part 1: 1988
8.	8851901	15-08-2010	Soni Jewellers L-92, Munerka Market, Pratap Market, R.K. Puram, Delhi- 110067	Hallmarking of Gold	1417:1999
9.	8852091	08-08-2010	Soni Jewellers L-92, Munerka Market, Pratap Market, R.K.Puram, New Delhi- 110067	Hallmarking of Silver	2112: 2003
10.	8852192	15-08-2010	Rawalpindi Jewellers Pvt.Ltd. 2298-2300, Near Clock Tower, Sabzi Mandi, Delhi - 110007	Hallmarking of Gold	1417:1999
11.	8852293	15-8-2010	Basant Rai Hukam Chand Jain 1735 Dariba Kalan, Chandani Chowk Delhi-110006	Hallmarking of Gold	1417: 1999
12.	8853194	09-08-2008	PI-Square Cables (P) Ltd., E-19, Sector 2, Industrial Area, Bawana Delhi-110039	PVC Insulated HD Cables	1554: PT 1: 1988
13.	8853703	09-08-2008	Navlight Cable Pvt. Ltd., H- 1198 (Basement & Ground Floor), D. S. I. D. C. Complex, Narela, Delhi- 110040	PVC Insulated HD Cables	1554: PT 1: 1988
14.	8853804	21-08-2010	Raj Jewellers B-489/90, D.D.A Colony Khyala, Delhi- 110018	Hallmarking of Gold	1417: 1999
15.	8854301	08-08-2010	Carlos Elec. Industries, 54/C-7, Rama Road, Najafgarh Road Industrial Area, Delhi- 110015	Power Capacitors	13340: 1993

(1)	(2)	(3)	(4)	(5)	(6)
16.	8854402	22-08-2008	Havell's India Ltd., D-6, Sector-8, Noida, Distt. Gautam Buddha Nagar, Uttar Pradesh- 201030	Power Capacitors	13340: 1993
17.	8855606	28-08-2008	K.R. Cables GI-57, IIInd Floor, Lawrence Road Indl. Area, Delhi - 110035	PVC Insulated Cables	694: 1990
18.	8855707	28-08-2008	Empire Cables, Industries (P) Ltd., Plot No. 115, Phase II, Badli Ind. Area, Badli, Delhi - 110042	XLPE Cables	7098: Pt 1: 1988
19.	8855808	13-08-2008	Satyam Power Industrial Cable, G-1031, D. S. I. D. C., Industrial Area, Narela, Delhi - 110040	PVC Insulated HD Cables	1554: Pt 1: 1988
20.	8856305	15-08-2008	Satyam Power Industrial Cable, G-1031, D. S. I. D. C., Industrial Area, Narela Delhi-110040	PVC Insulated Cables	694: 1990
21.	8856406	30-08-2008	Shree Krishna Polymers & Electricals, 1/536-b/7, Gali No.4, Friends Colony Industrial Area, Shahdara, Delhi - 110095	Switches for domestic applications	3854: 1997
22.	8857105	26-8-2008	Navlight Cable Pvt. Ltd., H-1198 (Basement and Ground Floor), D.S.I.D.C. Industrial Park, Narela, Delhi-110040	PVC Insulated Cables	694:1990
23.	8857610	05-09-2010	Parth Gems & Jewels 2646/49, Bank Street, Karol Bagh, Delhi-110005	Hallmarking of Gold	1417:1999
24.	8857711	05-09-2010	Parth Gems & Jewels 2646/49, Bank Street, Karol Bagh, Delhi-110005	Hallmarking of Silver	2112:2003
25.	8857812	05-09-2010	S.K. Jewellers, C-6, Main Market Malviya Nagar, Delhi- 110017	Hallmarking of Gold	1417: 1999
26.	8857913	26-08-2008	S.K. Jewellers, C-6, Main Market, Malviya Nagar, Delhi- 110017	Hallmarking of Silver	2112:2003
27.	8858107	05-08-2010	Balrajsons Jewellers 18, Central Market, Ashok Vihar Delhi-110052	Hallmarking of Gold	1417: 1999
28.	8858208	05-09-2010	BNA Enterprises Pvt. Ltd., 5, Ansari Road, Daryaganj, New Delhi-110002	Hallmarking of Gold	1417: 1999
29.	8858309	05-09-2010	BNA Enterprises Pvt. Ltd. 5, Ansari Road, Daryaganj, New Delhi-110002	Hallmarking of Silver	2112:2003
30.	8858410	05-09-2010	Champa Lal Jewellers Pvt. Ltd., 1071-72, Maliwara, Chandni Chowk, Delhi-110006	Hallmarking of Gold	1417:1999
31.	8858612	09-09-2010	Shivam Jewellers, 6/9, Moti Nagar Delhi- 110015	Hallmarking of Gold	1417:1999
32.	8858713	09-09-2010	RAAS, S-240, Panchsheel Park, New Delhi-110017	Hallmarking of Silver	2112: 2003
33.	8858814	09-09-2010	RAAS, S-240, Panchsheel Park, New Delhi-110017	Hallmarking of Gold	1417: 1999

(1)	(2)	(3)	(4)	(5)	(6)
34.	8859614	11-09-2010	Kabir Diamonds Pvt. Ltd., 109, Moti Bazar Chandni Chowk, Delhi-110006	Hallmarking of Gold	1417:1999
35.	8860696	13-09-2010	I.P. Jewellers, 2719, Bank Street Karol Bagh, Delhi-110005	Hallmarking of Silver	2112:2003
36.	8860797	13-09-2010	Champa Lal & Co. Jewellers, M-49, Shop No. 10, M-Block Market, Greater Kailash, Part-I, Delhi-110048	Hallmarking of Gold	1417:1999
37.	8860801	13-09-2010	Champa Lal & Sons Jewellers, M-49, Shop No. 10, M-Block Market, Greater Kailash, Part-I, Delhi-110048	Hallmarking of Gold	1417:1999
38.	8860902	13-09-2010	Chopra Solitaires Pvt. Ltd., 2440/10, Gali No. 10, Beadon Pura, Ajmal Khan Road, Korla Bagh, Delhi-110005	Hallmarking of Gold	1417:1999
39.	8861092	13-09-2010	Dwarka Sons, Dwarka Bhawan, Ground Floor, D-28, Kamla Nagar, Delhi-110007	Hallmarking of Gold	1417:1999
40.	8861193	13-09-2010	Bhaskar Jewellers Pvt. Ltd., 2665/2, Beadon Pura, Karol Bagh, Delhi-110005	Hallmarking of Gold	1417:1999
41.	8862195	16-09-2008	Gomti Cables, 460 A/3, Pandav Road Vishwas Nagar, Opp. Gali No. 12 Shahdara, Delhi-110032	PVC Insulated Cables	694:1990
42.	8862704	18-09-2010	Bholasons Gold & Diamonds Pvt. Ltd., D-2/5, Krishna Nagar Delhi-110051	Hallmarking of Gold	1417:1999
43.	8863096	20-09-2008	Veena Enterprises 536/F-1, Ground Floor Gali No. 41/2, Hansraj Compound Friends Colony Indl. Area, Gt Road Shahdara, Delhi-110095	PVC Insulated Cables	694:1990
44.	8863201	20-09-2008	Active Industries C-618, DSIDC, Industrial Complex, Narela, Delhi-110040	XLPE Cables	7098: Pt1: 1988
45.	8863302	20-09-2008	Panna Lal Om Prakash Jewellers 4545, Arya Samaj Road, Korla Bagh New Delhi-110005	Hallmarking of Gold	1417:1999
46.	8863403	25-09-2010	Panna Lal Om Prakash Jewellers 4545, Arya Samaj Road, Karol Bagh, New Delhi-110005	Hallmarking of Silver	2112:2003
47.	8863504	20-09-2010	Shri Ram Jewellers X-324, Mangolpuri, Near Sanjay Gandhi Hospital, Delhi-110083	Hallmarking of Gold	1417:1999
48.	8863605	25-09-2010	Shri Ram Jewellers X-324, Mangolpuri, Near Sanjay Gandhi Hospital, New Delhi-110083	Hallmarking of silver	2112:2003
49.	8863706	20-09-2010	Shre Ambey Jewellers 6/172-173, Farsh Bazar, Near MCD Office, Shahdara, Delhi-110032	Hallmarking of Gold	1417:1999
50.	8863807	20-09-2010	Shri Ambey Jewellers 6/172-173, Farsh Bazar, Near MCD Office, Shahdara, Delhi-110032	Hallmarking of Silver	2112:2003

(1)	(2)	(3)	(4)	(5)	(6)
51	8864102	18-09-2008	Kalinga Cables & Pipes, J-2845, D. S. I. D. C. Industrial Area, Delhi- 110040	PVC Insulated Cables	694: 1990
52	8864809	28-09-2008	Meenu Enterprises, N-67, Sector-2, DSIDC, Bawana Indl. Estate, Delhi	PVC Insulated Cables	694: 1990

[No. CMD/ 13:11]

A.K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 3 मार्च, 2008

क्रा.आ. 548.—भारतीय मानक ब्यूरो प्रमाणन विनियम 1988 की धारा 4 [5] के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधि सूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) के लिए निम्न लाइसेंस प्रदान किया गया/किये गये हैं:

अनुसूची

क्रम संख्या.	भारतीय मानक की संख्या और वर्ष	अनुज्ञप्ति संख्या और लागू होने की तिथि	अनुज्ञप्तिधारक का पता
1	2	3	4
1.	भामा 8034:2002	7801473 2007/12/04	नरेश कुमार एण्ड कंपनी, 12, भक्तिनगर स्टेशन प्लॉट, राजकोट, गुजरात-360002
2.	भामा 8034:2002	7806281 2007/12/19	विजय इलैक्ट्रिकल इंडस्ट्रीज, सम्राट इंडस्ट्रीयल एरिया, मेन रोड, सोमनाथ स्टेट, राजकोट, गुजरात
3.	भामा 8034:2002	7805683 2007/12/18	प्रेजिडेंट पंप इंडस्ट्रीज, 7 परसाना सोसायटी, नेहरू नगर मेन रोड, अटिका, राजकोट, गुजरात
4.	भामा 1417:1999	7805279 2007/12/2007	श्रीनाथजी इनेमल, हवेली स्ट्रीट, अमरेली, सावरकुंडला, गुजरात-354506
5.	भामा 1417:1999	7801271 2007/12/05	वी जे ज्वैलरज, भू तल, उन्नति कोम्पलैक्स, यागिनक रोड, राजकोट, गुजरात-360001
6.	भामा 1417:1999	7795811 2007/12/07	सहारा ज्वैलरज, 4, हाजी अली चैम्बरज, जिनपार मेन रोड, लिंबड़ा चौक, वांकांनर, गुजरात-363621
7.	भामा 1417:1999	7795710 2007/11/07	नवकार ज्वैलरज, 2 ठक्कर आरकंड, आशापुरा मंदिर के सामने, पैलेस रोड, राजकोट, गुजरात-3600001
8.	भामा 1417:1999	7794607 2007/11/06	सोनी बाबूलाल भांजी, मुन सं. 485, सरफ बाजार, जैतपुर, राजकोट गुजरात-360001

1	2	3	4
9.	भामा 1417:1999	7809287 27/12/2007	श्री हरि गोल्ड, धोराजी दरवाजा, कापड़ बाजार, राजकोट, जैमपुर, गुजरात-360370
10.	भामा 1417:1999	7809388 27/12/2007	जे के ज्वैलरज, 4,5,6 कुवरजीभाई टावर्ज, पैलेस रोड, कोठारिया नाका बस स्टैंड के समीप, राजकोट गुजरात-360001
11.	भामा 14543:2004	7807182 13/12/2007	गुरु मिनरल, अवध पार्क-बी प्रताप पार्क के सामने, वाटर टैंक के मीप, 80 फीट रोड, वाधवान, जिला सुरेंद्रनगर-363035

[सं. सी. एम. डी./13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 3rd March, 2008

S.O. 548.—In pursuance of section 4 (5) of the Bureau of Indian Standards certification (regulations), 1988, the bureau of Indian standards hereby notifies that licence to use Indian standard mark, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl No.	No & Year of the Indian Standards	No. & operative date of Licence	Address of Licensee
(1)	(2)	(3)	(4)
1.	IS 8034:2002	7801473 04/12/2007	Naresh Kumar & Co. 12, Bhaktinagar Station Plot Rajkot Gujarat-360002
2.	IS 8034:2002	7806281 19/12/2007	Vijay Electrical Industries Samrat Ind. Area, Main Road, Somnath Estate, Rajkot Gujarat-360004
3.	IS 8034:2002	7805683 18/12/2007	Presidant Pump Industries 7 Parsana Society, Nehru Nagar Main Road, Atika Rajkot Gujarat-360002
4.	IS 1417:1999	7805279 07/12/2007	Shreenathji Enemal Haveli Street, Savarkundala Amreli, Gujarat-354506
5.	IS 1417:1999	7801271 05-12-2007	V.J.Jewellers Ground Floor, Unnati Complex, Yagnik Road Rajkot Gujarat-360001
6.	IS 1417:1999	7795811 07/11/2007	Sahara Jewellers 4, Haji Ali Chambers, Jinpar Main Road, Limbada Chowk Wakaner, Rajkot Gujarat-363621
7.	IS 1417:1999	7795710 07/11/2007	Navakar Jewellers 2, Thakkar Arcade. Opposite Ashapura Temple, Palace Road, Rajkot Gujarat-360001
8.	IS 2062:1999	7794607 06/11/2007	Soni Babulal Bhanji Mun No. 485, Saraf Bazar, Rajkot, Jetpur Gujarat-360370

(1)	(2)	(3)	(4)
9.	IS 1417: 1999	7809287 27/12/2007	Shri Hari Gold Dhoraji Darvaja, Kapad Bazar, Rajkot Jetpur, Gujarat-360370
10.	IS 1417: 1999	7809388 27/12/2007	J.K. Jewellers 4,5,6, Kuvarjibhai Towers, Palace Road, Near Kothariya Naka Bus Stop, Rajkot, Gujarat-360001
11.	IS 14543: 2004	7807182 13/12/2007	Guru Mineral Avadh Park-B Opp Pratap Park, Near Water Tank, 80 FT. Road, Wadhwan Distt. Surendranagar, Gujarat-363035

[No. C M D 1/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 3 मार्च 2008

का. आ. 549.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

क्रम संख्या	लासेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लासेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द/स्थगित करने की तिथि
1.	7756696	मै. गैलेक्सी डेकारे प्रा. लि., 910, 911, जीआईडीसी एस्टेट, गाँव एवं पोस्ट-बामनबोर, चोटीला, सुरेंद्रनगर, गुजरात-363520	ब्लॉक बोर्ड भामा 1659:2004	8-11-2007
2.	7441166	मै. धारा इरिगेशन, सर्वे सं. 239, राजकोट रोड, नवाँ गाँव (करदेज), तालुका एवं जिला: भावनगर, गुजरात 364001	पेय जल आपूर्ति, मल और औद्योगिक बहिस्त्रावों हेतु उच्च पॉलीइथिलीन पाइप भामा 4984:1995	12-11-2007
3.	7445881	मै. सरिता ड्रिंकिंग वाटर, कैनाल के सामने, रवापार, मोरबी राजकोट, गुजरात-363641	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा) - विशिष्ट भामा 14543:2004	2-11-2007
4.	7311860	मै. भूमि केबलज एवं वायरज प्रा. लि., लोधिकी जीआईडीसी प्लॉट सं डी 101/102, कालावड़ रोड, राजकोट, गुजरात	पीवीसी रोहित (हैवी ड्यूटी) बिजली के केबल भाग 1: 1100 वोल्ट तक कार्यकारी वोल्टता के लिए भामा 1554 (भाग 1):1988	18-12-2007
5.	7148269	मै. पटेल सीमेंट प्राइवेट लिमिटेड, सर्वे सं. 169, प्लॉट सं. 11, वेरावल-शापर, राजकोट, गुजरात	43 ग्रेड साधारण पोर्टलैंड सीमेंट भामा 8112:1989	4-12-2007
6.	1888077	फिलिप्स इंजीनियरज, ऊमाकांत उधोगनगर, मावडी प्लॉट, राजकोट, गुजरात-360004	कृषि प्रयोजनों के लिए समगति संपंडन प्रज्जवलन (डीजल) इंजन की कार्यकारिता अपेक्षाएं भामा 11170:1985	1-11-2007
7.	1881366	मै. राजकोट एग्रो इंडस्ट्रीज, 4 ऊमाकांत उधोगनगर, मावडी प्लॉट, राजकोट, गुजरात-360004	कृषि प्रयोजनों के लिए समगति संपंडन प्रज्जवलन (डीजल) इंजन की कार्यकारिता अपेक्षाएं भामा 11170:1985	4-12-2007

क्रम संख्या	लासेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लासेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द/स्थगित करने की तिथि
8.	7549186	मै. विनस इंजीनियरज, 5 भक्तिनगर, स्टेशन प्लॉट, राजकोट, गुजरात 360002	कृषि प्रयोजनों के लिए समगति संपडन प्रज्जवलन (डीजल) इंजन की कार्यकारिता अपेक्षाएं भामा 11170:1985	1-11-2007
9.	73335571	मै. अमर ज्योत पोली कैम प्रा. लि., प्लॉट सं 2222, लोधिका, जीआईडीसी, राधे वे ब्रिज के सामने, मेटोडा, तालुका लोधिका जिला राजकोट, गुजरात 364458	सिंचाई उपस्कर- स्प्रिंकलर पाइप- विशिष्ट भाग 2 सहज संयोजी पोलीएथिलीन पाइप भाग 14151 (भाग 2) :1999	7-11-2007
10.	7572686	मै. मेहता डेको बोर्ड प्रा. लि., सर्वे सं. 15/2, फेज 1, राष्ट्रीय राजमार्ग सं. 8-अ, पोस्ट ऑफिस भचाऊ, कच्छ, गुजरात	सामान्य प्रयोजनों के लिए प्लाईवुड भामा 303:1975	4-12-2007
11.	7637082	सावित्री साल्ट सप्लायरज, सर्वे सं 1003, मोटी चिराई, कच्छ, गुजरात	आयोडाईजड साल्ट, भामा 7224:985	12-11-2007
12.	7651581	हिरपारा मेटलज इंडस्ट्रीज, 437/2 जी आई डी सी इंडस्ट्रीयल एस्टेट, शंकर टेलरी इंडस्ट्रीयल एरिया, जामनगर, गुजरात 361004	बिजली के उपस्करों के लिए ज्वालासह आवरण भामा 2148 : 1981	23-11-2007

[सं. सी एम डी/13 : 13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 3rd March, 2008

S. O. 549.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

Sl. No.	Licences No. CM/L	Name & Address of the Licensee	Article/Process with Relevant Indian Standards Covered by the licence	Date of Cancellation/ the licence cancelled/ suspension
1.	Cm/L-7756696	Galaxy Decor Pvt. Ltd. 910, 911 GIDC. Estate Vill. & post -Bamanbore Chotila Surendranagar, Gujarat 363520	Specification for block Boards IS 1659:2004	8-11-2007
2.	CM/L- 7441166	Dhara Irrigation Survey No. 239, Rajkot Road, Navagam (Kardej), Tal & Dist: Bhavnagar, Gujarat 364001	High Density Polyethylene Pipes for potable water supplies IS 4984:1995	12-11-2007
3.	CM/L-7445881	Sarita Drinking Water Opp Canal, Ravapar, Morbi, Rajkot, Gujarat 363641	Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543:2004	2-11-2007

Sl. No.	Licences No. CML	Name & Address of the Licensee	Article/Process with Relevant Indian Standards Covered by the licence	Date of Cancellation/ the licence cancelled/ suspension	
4.	CML-7311860	M/s Bhumi Cables & Wires Pvt, Ltd Lodhika G.I.D.C Plot No.D-101/ 102, Kalawad Road, Dist. Rajkot, Gujarat	PVC Insulated (Heavy Duty) Electric Cables: Part 1 for Working Voltages upto and Including 1100V IS 1554:Part 1:1998	18-12-2007	
5.	CML-7148269	Patel Cement Pvt. Ltd. Sr. No. 169, Plot No.11 At: Veraval-Shapar. Rajkot, Gujarat	43 GR. Ordinary Portland Cement IS 8112: 1989	4-12-2007	
6.	CML-1888077	Philips Engineers Umakant Udyognagar, Mavdi Plot Rajkot, Gujarat 360004	Performance Requirements For constant Speed Compression Ignition (Diesel) Engines for Agricultural Purposes (Up to 20 Kw) IS 11170:1985	1-11-2007	
7.	CML-1881366	Rajkot Agro Industries Umakant Udyognagar, Mavdi Plot Rajkot, Gujarat 360004	Performance Requirements For constant Speed Compression Ignition (Diesel) Engines for Agricultural Purposes (Up to 20 Kw) IS 11170:1985	4-12-2007	4
8.	CML-1883774	Venus Engineers Bhaktinagar Station Plot Rajkot, Gujarat 360002	Performance Requirements For constant Speed Compression Ignition (Diesel) Engines for Agricultural Purposes (Up to 20 Kw) IS 11170:1985	1-11-2007	5
9.	CML-7335571	M/s Amar Jyot Poly Chem Pvt. Ltd., Plot No.2222, Lodhika GIDC, Opp. Radhe Wey Bridge At- Metoda Tal. Lodhika, Dist: Rajkot, Gujarat 364458	Irrigation Equipment- Sprinkler Pipes- Specification-Part 2: Quick Coupled Polyethylene Pipes IS 14151:Part 2:1999	7-11-2007	
10.	CML-7572686	M/s. Mehta Deco Board Pvt. Ltd., Survey No.15/2, Phase 1, National Highway No.8-A, P.O. Bhachau (Kutch), Gujarat 370140	Plywood for General Purposes IS 303:1989	4-12-2007	
11.	CML-7637082	Savitri Salt Supplires Survey No.1003, Kachchh Moti Chirai, Gujarat	Iodized Salt IS 7224:1985	12-11-2007	
12.	CML-7651581	Hirpara Metal Industries 437/2, GIDC, Industrial Estate Shankar Telri Industrial Area Jamnagar, Gujarat 361004	Flameproof Enclosures for Electrical Apparatus IS 2148:2004	23-11-2007	

[No. CMD/13:13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 4 मार्च, 2008

का. आ. 550.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 14561:2007 अग्नि प्रतिरोधी उष्मारोधी (फाइलिंग) केबिनट-विशिष्ट (पहला पुनरीक्षण)	आई एस 14561: 1998 अग्नि प्रतिरोधी उष्मारोधी (फाइलिंग) केबिनट-विशिष्ट	30 नवम्बर 2007

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली, -110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक एफ एवं प्रमुख(सिविल इंजीनियरी)

New Delhi, the 4th March, 2008

S.O. 550.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No & Year of the Indian Standards Established	No. & year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 14561: 2007 Fire Resisting (Insulating) Filing Cabinets—Specification (First Revision)	IS 14561: 1998 Fire Resisting (Insulating) Filing Cabinets—Specification	30 November 2007

Copies of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MED/ G-2:1]

C. K. VEDA, Scientist 'F' & Head (Mechanical Engineering)

नई दिल्ली, 4 मार्च, 2008

का. आ. 551.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 5385: 2007 जीवन रक्षक नौकाओं के सहायकांग-विशिष्टि (पहला पुनरीक्षण)	आई एस 5385: 1969	31 दिसम्बर 2007
2	आई एस 15794: 2007 पहिया और टायर एसेम्बली का सड़क हानि संघट्ट परीक्षण (यात्री कार, हल्के ट्रक और बहुप्रयोजनीय वाहन)		31 दिसम्बर 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली, -110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : टी.ई.डी./जी-16]

राकेश कुमार, वैज्ञानिक एफ एवं प्रमुख(टी ई डी)

New Delhi, the 4th March, 2008

S.O. 551.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No Year & title of the Indian Standard Established	No. & year of the Indian Standards, if any, superseded by the new Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 5385 : 2007 Lifeboat Accessories— Specification (First revision)	IS 5385:1969	31 Dec 2007
2	IS 15794 : 2007 Road hazard impact test for wheel and tyre assemblies (Passenger cars, light trucks and multipurpose vehicles)		31 Dec 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: TED/G-16]

RAKESH KUMAR, Scientist 'F' & Head (Transport Engg)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 27 फरवरी, 2008

का.आ. 552.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4237, तारीख 16-10-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में के. आर.ए.ए. से पोन्नामंडा ई.पी.एस. परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्रि एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : के.आर.ए.ए. से पोन्नामंडा ई.पी.एस.

राज्य : आन्ध्र प्रदेश		मंडल : राजोल			
जिला : पूर्व गोदावरी		गांव : कडाली			
आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	
762/2ए	0	07	0	0	16 ½

1	2	3	4	5	
762/2बी	0	04	0	0	10
767/1	0	01	0	0	02 ½
771/2	0	05	0	0	12 ½
774/2बी	0	05	5	0	13 ½
774/3बी	0	04	0	0	10
774/5बी	0	05	5	0	14 ½
774/6बी	0	03	5	0	08 ½
776/2	0	14	0	0	34
867/1बी	0	06	0	0	15 ½
867/2ए	0	05	0	0	12
867/7ए	0	04	0	0	09 ½
867/7बी	0	04	0	0	09 ½
872/2बी	0	01	0	0	02
861/11बी	0	01	5	0	03 ½
867/6बी	0	05	5	0	13 ½
868/3बी	0	04	0	0	10 ½
868/7बी	0	06	0	0	15 ½
872/1बी	0	05	5	0	14
872/2सी	0	02	0	0	05 ½
872/9बी	0	02	0	0	05
865/2	0	01	5	0	04 ½
868/3सी	0	01	5	0	03 ½
847/6B	0	04	5	0	11
861/11सी	0	03	0	0	08
846/1सी	0	01	5	0	04
845/2	0	02	0	0	05
861/11डी	0	00	5	0	01
861/13ए	0	01	0	0	01 ½
861/14बी	0	01	5	0	04 ½
861/15बी	0	02	0	0	05
861/16बी	0	07	5	0	18 ½
862/11बी	0	04	0	0	10
856/2	0	01	0	0	03
853/5बी	0	07	0	0	17 ½
853/7बी	0	04	5	0	11 ½
855/4बी	0	03	0	0	07
855/5ए	0	03	5	0	08 ½
848/2	0	01	5	0	04
845/3	0	00	5	0	01

1	2	3	4	5	
846/डी	0	05	5	0	13 ½
846/बी	0	08	0	0	19 ½
831/ए4	0	08	0	0	19 ½
843/बी	0	08	5	0	20 ½
843/डी	0	04	5	0	11
830/2बी	0	05	5	0	14 ½
831/ए2	0	00	5	0	01
831/बी2	0	03	0	0	08
831/ए7	0	03	5	0	09
840/4ए	0	13	0	0	31 ½
जोड़ :	2	07	5	5	15

जिला : पूर्व गोदावरी		गांव : पोन्नामंडा			
आर.एस. नं.	हेक्टेअर्स	एअर्स	सेन्टेअर्स	एकड़	सेन्ट्स
1	2	3	4	5	
354/2	0	03	0	0	07 ½
355/2	0	03	5	0	08 ½
373/2बी	0	06	0	0	15
356/बी2	0	01	5	0	03 ½
356/बी3	0	03	5	0	09
356/ए2	0	11	0	0	27
368/2	0	09	0	0	22
262/बी2	0	01	0	0	01 ½
262/सी	0	02	0	0	04 ½
262/डी	0	01	0	0	01 ½
262/2बी	0	02	0	0	06
262/1एफ	0	03	5	0	09
262/...	0	01	0	0	03
जोड़ :	0	48	0	1	18

[फा. सं. 12016/2/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 27th, February, 2008

S.O. 552.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 4237 dated 16-10-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act,

1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line KRAA to PONNAMANDA EPS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to lying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from KRAA to PONNAMANDA EPS

State : Andhra Pradesh			Mandal : Razole		
District : East Godavari			Village : Kadali		
R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
762/2A	0	07	0	0	16 ½
62/2B	0	04	0	0	10
767/1	0	01	0	0	02 ½
771/2	0	05	0	0	12 ½
774/2B	0	05	5	0	13 ½
774/3B	0	04	0	0	10
774/5B	0	05	5	0	14 ½
774/6b	0	03	5	0	08 ½
776/2	0	14	0	0	34
867/1B	0	06	0	0	15 ½
867/2A	0	05	0	0	12
867/7A	0	04	0	0	09 ½

1	2	3	4	5	6
867/7B	0	04	0	0	09 ½
872/2B	0	01	0	0	02
861/11B	0	01	5	0	03 ½
867/6B	0	05	5	0	13 ½
868/3B	0	04	0	0	10 ½
868/7B	0	06	0	0	15 ½
872/1B	0	05	5	0	14
872/2C	0	02	0	0	05 ½
872/9B	0	02	0	0	05
865/2	0	01	5	0	04 ½
868/3C	0	01	5	0	03 ½
847/6B	0	04	5	0	11
861/11C	0	03	0	0	08
846/1C	0	01	5	0	04
845/2	0	02	0	0	05
861/11D	0	00	5	0	01
861/13A	0	01	0	0	01 ½
861/14B	0	01	5	0	04 ½
861/15B	0	02	0	0	05
861/16B	0	07	5	0	18 ½
862/11B	0	04	0	0	10
856/2	0	01	0	0	03
853/5B	0	07	0	0	17 ½
853/7B	0	04	5	0	11 ½
855/4B	0	03	0	0	07
855/5A	0	03	5	0	08 ½
848/2	0	01	5	0	04
845/3	0	00	5	0	01
846/1D	0	05	5	0	13 ½
846/1B	0	08	0	0	19 ½
831/A4	0	08	0	0	19 ½
843/1B	0	08	5	0	20 ½
843/1D	0	04	5	0	11
830/2B	0	05	5	0	14 ½
831/A2	0	00	5	0	01
831/B2	0	03	0	0	08
831/A7	0	03	5	0	09
840/4A	0	13	0	0	31 ½
TOTAL:	2	07	5	5	15

District: East Godavari Village: Ponnamanda

R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
354/2	0	03	0	0	07 ½
355/2	0	03	5	0	08 ½
373/2B	0	06	0	0	15
356/B2	0	01	5	0	03 ½
356/B3	0	03	5	0	09

1	2	3	4	5	6
356/A2	0	11	0	0	27
368/2	0	09	0	0	22
262/1B2	0	01	0	0	01 ½
262/1C	0	02	0	0	04 ½
262/1D	0	01	0	0	01 ½
262/2B	0	02	0	0	06
262/1F	0	03	5	0	09
491/2B	0	01	0	0	03
TOTAL:	0	48	0	1	18

[F.No. 12016/2/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 27 फरवरी, 2008

का.आ. 553.—केन्द्रीय सरकार की पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4235, तारीख 16-10-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में एस.आर.ए.ई. जि.एम.ए.ए. परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार

इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लिंगों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

अनुसूची

आर.ओ.यु. पाइपलाइन : एस.आर.ऐ.ई. से जी.एम.ऐ.ऐ.

राज्य : आन्ध्र प्रदेश			मंडल : उप्पालागुप्तम		
जिला : पूर्व गोदावरि			गांव : भिमानापाल्ली		
आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
775/2बी	0	02	5	0	06
775/1बी	0	04	0	0	10
774/1बी	0	02	0	0	05 ½
774/2बी	0	02	0	0	05 ½
736/2	0	07	5	0	19
737/2	0	13	0	0	32
733/2बी	0	06	0	0	15
733/1बी	0	00	5	0	01 ½
732/2	0	01	5	0	04
742/1डी	0	01	5	0	04
742/1सी	0	02	0	0	05
742/1बी	0	01	5	0	04
723/3बी	0	07	0	0	17
723/4बी	0	00	5	0	01
723/5बी	0	00	5	0	01
743/4	0	02	0	0	05
744/1बी	0	03	5	0	09
743/3	0	02	5	0	06
743/2	0	02	0	0	05
744/2बी	0	03	0	0	08
745/1बी	0	05	5	0	14
745/2बी	0	03	0	0	08
746/3डी	0	01	5	0	04 ½
746/3डी	0	01	5	0	04 ½
746/3सी	0	04	5	0	11
746/3बी	0	00	5	0	01
746/2ई	0	03	0	0	07
746/2सी	0	02	0	0	05
746/2डी	0	00	5	0	01
746/2बी	0	03	0	0	07
जोड़ :	0	91	5	2	26 ½

जिला : पूर्व गोदावरि

गांव : कूनावाराम

आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
1/2	0	00	5	0	01 ½
1/3	0	00	5	0	01 ½
2/2	0	07	0	0	17
3/2	0	01	5	0	04
10/2	0	21	0	0	52
3/3	0	05	5	0	13
9/2	0	17	0	0	42
14/1बी	0	07	0	0	17
13/2	0	04	5	0	11
30/2बी	0	05	5	0	14
29/4बी	0	02	0	0	05
29/5बी	0	03	5	0	09
29/3बी	0	06	0	0	15
29/1बी	0	00	5	0	00 ½
29/3सी	0	00	5	0	01
29/3ई	0	00	5	0	01 ½
29/5सी	0	05	0	0	12
25/2बी	0	18	0	0	44
23/1बी	0	06	0	0	15
26/2	0	01	5	0	04
23/1सी	0	01	5	0	04
23/2बी	0	02	5	0	06
23/2सी	0	02	0	0	05
23/3बी	0	03	0	0	08
23/4बी	0	00	5	0	00 ½
58/2	0	02	0	0	05
59/2	0	01	0	0	03
60/10बी	0	13	5	0	33
60/11बी	0	06	5	0	16
60/11बी	0	06	5	0	16
62/5बी	0	07	0	0	17
77/3बी	0	04	5	0	11
75/2	0	02	0	0	05
67/2बी	0	13	0	0	32
जोड़ :	1	78	5	4	41 ½

जिला : पूर्व गोदावरि

गांव : गोपावाराम

आर.एस. नं.	हेक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
133/6बी	0	05	0	0	12
134/2	0	01	5	0	04

1	2	3	4	5	6
149/1	0	00	5	0	01
148/2	0	08	5	0	21
150/1बी	0	05	5	0	14
150/2बी	0	10	5	0	26
154/1बी	0	08	5	0	21
178/9बी	0	02	0	0	05
178/11बी	0	02	0	0	05
177/2	0	01	5	0	04
175/3बी	0	05	0	0	15
175/3डी	0	05	0	0	12
175/6डी	0	01	0	0	03
175/5बी	0	04	5	0	11
171/1बी	0	12	5	0	31
171/2बी4	0	02	0	0	05
167/3बी	0	07	5	0	19
171/2बी2	0	07	5	0	19
167/2बी	0	03	0	0	08
168/4बी	0	03	5	0	09
168/5बी	0	04	0	0	10
163/2	0	04	5	0	11
जोड़ :	1	07	5	2	66

राज्य : आन्ध्र प्रदेश

मंडल : उप्पालागुप्तम

जिला : पूर्व गोदावरी

गांव : चल्लापाल्ली

आर.एस. नं.	हैक्टेएस	एस	सेन्टेएस	एकड़	सेन्टस
1	2	3	4	5	6
651/2	0	13	5	0	33
651/3	0	03	5	0	09
651/4	0	03	5	0	09
651/5	0	07	5	0	19
649/1डी	0	01	0	0	02
649/1बी	0	05	0	0	15
649/3बी	0	05	5	0	13
654/2बी	0	01	0	0	03
654/3बी	0	03	0	0	07
661/1बी	0	00	5	0	00 ½
661/2ए	0	01	0	0	03 ½
661/3बी	0	00	5	0	01 ½
661/3सी	0	01	5	0	04 ½

1	2	3	4	5	6
661/4बी	0	02	0	0	05
661/5बी	0	02	5	0	06 ½
661/6बी	0	02	5	0	05
661/7बी	0	02	5	0	05
661/8बी	0	02	5	0	05
659/2बी	0	01	5	0	04
659/3बी	0	01	0	0	03
659/4बी	0	01	5	0	04
659/5बी	0	01	5	0	04
659/6बी	0	01	5	0	04
660/2बी	0	03	0	0	08
660/4बी	0	02	5	0	05
660/3सी	0	01	5	0	04
660/3सी	0	02	5	0	05
660/4सी	0	01	5	0	04
660/3बी	0	01	0	0	03
664/5ए2	0	09	5	0	24
664/5बी2	0	02	0	0	05
665/4बी	0	11	5	0	28
666/2	0	01	0	0	02
667/2ए	0	01	0	0	03
जोड़ :	1	05	5	2	61 ½

[फा. सं.-12016/2/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 27th February, 2008

S.O. 533.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 4235 dated 16-10-06 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line SARE to GMAA in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the Lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the Land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the Land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from SRAE GMAA

State : Andhra Pradesh			Mandal : Uppalaguptam		
District : East Godavari			Village : BHIMANAPALI		
R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
775/2B	0	02	5	0	06
775/1B	0	04	0	0	10
774/1B	0	02	0	0	05 ½
774/2B	0	02	0	0	05 ½
736/2	0	07	5	0	19
737/2	0	13	0	0	32
733/2B	0	06	0	0	15
733/1B	0	00	5	0	01 ½
732/2	0	01	5	0	04
742/1D	0	01	5	0	04
742/1C	0	02	0	0	05
742/1B	0	01	5	0	04
723/3B	0	07	0	0	17
723/4B	0	00	5	0	01
723/5B	0	00	5	0	01
743/4	0	02	0	0	05
744/1B	0	03	5	0	09
743/3	0	02	5	0	06
743/2	0	02	0	0	05
744/2B	0	03	0	0	08
745/1B	0	05	5	0	14
745/2B	0	03	0	0	08
746/3D	0	01	5	0	04 ½
746/5D	0	01	5	0	04 ½

1	2	3	4	5	6
746/3C	0	04	5	0	11
746/3B	0	00	5	0	01
746/2E	0	03	0	0	07
746/2C	0	02	0	0	05
746/2D	0	00	5	0	01
746/2B	0	03	0	0	07
TOTAL:	0	91	5	2	26 ½

District: East Godavari			Village: Kunavaram		
R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
1/2	0	00	5	0	01 ½
1/3	0	00	5	0	01 ½
2/2	0	07	0	0	17
3/2	0	01	5	0	04
10/2	0	21	0	0	52
3/3	0	05	5	0	13
9/2	0	17	0	0	42
14/1B	0	07	0	0	17
13/2	0	04	5	0	11
30/2B	0	05	5	0	14
29/4B	0	02	0	0	05
29/5B	0	03	5	0	09
29/3B	0	06	0	0	15
29/1B	0	00	5	0	00 ½
29/3C	0	00	5	0	01
29/3E	0	00	5	0	01 ½
29/5C	0	05	0	0	12
25/2B	0	18	0	0	44
23/1B	0	06	0	0	15
26/2	0	01	5	0	04
23/1C	0	01	5	0	04
23/2B	0	02	5	0	06
23/2C	0	02	0	0	05
23/3B	0	03	0	0	08
23/4B	0	00	5	0	00 ½
58/2	0	02	0	0	05
59/2	0	01	0	0	05
60/10B	0	13	5	0	33
60/11B	0	06	5	0	16
60/11B	0	06	5	0	16

1	2	3	4	5	6
62/5B	0	07	0	0	17
77/3B	0	04	5	0	11
75/2	0	02	0	0	05
67/2B	0	13	0	0	32
TOTAL:	1	78	5	4	41 ½

District : East Godavari			Village : Gopavaram		
R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
133/6B	0	05	0	0	12
134/2	0	01	5	0	04
149/1	0	00	5	0	01
148/2	0	08	5	0	21
150/1B	0	05	5	0	14
150/2B	0	10	5	0	26
154/1B	0	08	5	0	21
178/9B	0	02	0	0	05
178/11B	0	02	0	0	05
177/2	0	01	5	0	04
175/3B	0	06	0	0	15
175/3D	0	05	0	0	12
175/6D	0	01	0	0	03
175/5B	0	04	5	0	11
171/1B	0	12	5	0	31
171/2B4	0	02	0	0	05
167/3B	0	07	5	0	19
171/2B2	0	07	5	0	19
167/2B	0	03	0	0	08
168/4B	0	03	5	0	09
168/5B	0	04	0	0	10
163/2	0	04	5	0	11
TOTAL	1	07	5	2	66

District : East Godavari			Village : Challapalli		
R.S. No.	Hect-ares	Ares	Centi-ares	Acres	Cents
1	2	3	4	5	6
651/2	0	13	5	0	33
651/3	0	03	5	0	09
651/4	0	03	5	0	09

1	2	3	4	5	6
651/5	0	07	5	0	19
649/1D	0	01	0	0	02
649/1B	0	06	0	0	15
649/3B	0	05	5	0	13
654/2B	0	01	0	0	03
654/3B	0	03	0	0	07
661/1B	0	00	5	0	00½
661/2A	0	01	0	0	03½
661/3B	0	00	5	0	01½
661/3C	0	01	5	0	04½
661/4B	0	02	0	0	05
661/5B	0	02	5	0	06½
661/6B	0	02	5	0	06
661/7B	0	02	5	0	06
661/8B	0	02	5	0	06
659/2B	0	01	5	0	04
659/3B	0	01	0	0	03
659/4B	0	01	5	0	04
659/5B	0	01	5	0	04
659/6B	0	01	5	0	04
660/2B	0	03	0	0	08
660/4B	0	02	5	0	06
660/3C	0	01	5	0	04
660/3C	0	02	5	0	06
660/4C	0	01	5	0	04
660/3B	0	01	0	0	03
664/5A2	0	09	5	0	24
664/5B2	0	02	0	0	05
665/4B	0	11	5	0	28
666/2	0	01	0	0	02
667/2A	0	01	0	0	03
TOTAL	1	05	5	2	61 ½

[F. No. 12016/2/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 27 फरवरी, 2008

का.आ. 554.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4238 तारीख 16-10-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में के.बी.3. और के.बी.6 से

मोरी जी.सी.एस परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का निश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगनों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजमुंद्री एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : के.वी. 3. और के.वी.6 से मोरी जी.सी.एस

राज्य : आन्ध्र प्रदेश मंडल : साकीनेटीपाल्ली
जिला : पूर्व गोदावरी गांव : केसावादासुपालेम

आर.एस. नं.	हेक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्स
1	2	3	4	5	6
557/3राजे	0	07	0	0	17 ½
557/3एआइके	0	07	0	0	17
557/3एआइएल	0	07	0	0	17
557/3एआइएम	0	07	0	0	17
557/3एआइएन	0	08	0	0	20
557/2ए2	0	14	0	0	35
557/2बीपी	0	01	5	0	04 ½
558/2बीए	0	03	0	0	08 ½
559/P(जीपी)	0	02	0	0	05
518(जीपी)	0	07	5	0	19

1	2	3	4	5	6
519/1ए	0	07	5	0	19
570/3एपी	0	03	0	0	07
570/2पी	0	00	5	0	01
570/2एपी	0	08	0	0	20
570/3पी	0	01	0	0	02 ½
570/1सी	0	03	0	0	07 ½
570/1डी	0	02	0	0	05 ½
570/1बीपी	0	02	0	0	05 ½
503/3पी	0	16	0	0	39
502/5एपी	0	07	5	0	18
499/14पी	0	01	0	0	03
494/12पी	0	00	5	0	01
357/1ए	0	05	0	0	12
357/एपी	0	02	0	0	05
357/1बीपी	0	08	0	0	20
368/पी	0	50	0	1	24
369/पी	0	48	0	1	18
370/पी	0	31	5	0	78
391/पी	0	01	0	0	03
390/9ए	0	08	5	0	21
390/9बी	0	04	5	0	11
जोड़ :	2	75	5	6	81 ½

[फा. सं. 12016/2/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 27th February, 2008

S.O. 554.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 4238 dated 16-10-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line KV.3 & KV.6 to MORIGCS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from KV.3 & KV.6 to MORI EPS

State : Andhra Pradesh			Mandal : Sakshinipalli		
District : East Godavari			Village : Kesavadasupalem		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
557/3A1J	0	07	0	0	17½
557/3AIK	0	07	0	0	17
557/3AIL	0	07	0	0	17
557/3AIM	0	07	0	0	17
557/3A1N	0	08	0	0	20
557/2A2	0	14	0	0	35
557/2BP	0	01	5	0	04½
558/2BA	0	03	0	0	08½
559/P(G.P)	0	02	0	0	05
518(G.P)	0	07	5	0	19
519/1A	0	07	5	0	19
570/3AP	0	03	0	0	07
570/2P	0	00	5	0	01
570/2AP	0	08	0	0	20
570/3P	0	01	0	0	02½
570/1C	0	03	0	0	07½
570/1D	0	02	0	0	05½
570/1BP	0	02	0	0	05½
503/3P	0	16	0	0	39
502/5AP	0	07	5	0	18
499/14P	0	01	0	0	03
494/12P	0	00	5	0	01
357/1A	0	05	0	0	12
357/AP	0	02	0	0	05
357/1BP	0	08	0	0	20
8/P	0	50	0	1	24

1	2	3	4	5	6
369/P	0	48	0	1	18
370/P	0	31	5	0	78
391/P	0	01	0	0	03
390/9A	0	08	5	0	21
390/9B	0	04	5	0	11
TOTAL:	2	75	5	6	81½

[F. No. 12016/2/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 27 फरवरी, 2008

का.आ. 555.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4240 तारीख 16-10-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामंदिर एसट द्वारा आन्ध्र प्रदेश राज्य में जी.एम.ए.एफ. से जी.एम.ए.ए. परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 07-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार

अधिरूपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामंदिर एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : जी.एम.ऐ.एफ से जी. एम. ऐ.ऐ

राज्य : आन्ध्र प्रदेश मंडल : उप्पालागुपत्तम
जिला : पूर्व गोदावरी गांव : चल्लापाल्ली

आर.एस. नं.	हेक्टेअर्स	एर्स	सेन्टेअर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
75-1बी	0	06	5	0	16
75-2बी	0	04	0	0	10
753-2सी	0	02	5	0	06
751/2-5	0	02	5	0	06
753-2डी	0	01	5	0	04
753-2ई	0	02	0	0	05
753-2एफ	0	02	5	0	06
753-2जी	0	02	5	0	06
751/2-2	0	01	5	0	04
751/2-3	0	03	0	0	07
751/2-4	0	03	5	0	09
751/1-1बी	0	03	0	0	08
751-2बी	0	03	5	0	09
750-2	0	06	0	0	15
749-1बी	0	03	0	0	07
752-2(जीपी)	0	02	5	0	06
718-2	0	00	5	0	00 ½
739-1बी5	0	04	0	0	10
718-2	0	06	5	0	16
720-1बी	0	02	5	0	06
720-2बीपी	0	04	0	0	10
720-2बीपी	0	07	0	0	17
721-1बी	0	03	0	0	07
721-2बी	0	07	0	0	17
722-1बी	0	06	0	0	15
722-2बी	0	04	5	0	11
736/2-2(जीपी)	0	03	0	0	08
739-1बी2	0	02	5	0	06
739-1बी3	0	05	5	0	13
739-2बी	0	01	0	0	02
739-1बी3	0	04	0	0	10
741/2-2(जीपी)	0	02	0	0	05
जोड़ :	1	12	0	2	77 ½

जिला : पूर्व गोदावरी

गांव : एस. यानाम

आर.एस. नं.	हेक्टेअर्स	एर्स	सेन्टेअर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
28/1बी	0	01	5	0	04
28/2बी	0	10	0	0	25
28/3बी	0	08	5	0	21
29/2-4बी	0	05	0	0	12
84-1ए	0	05	5	0	14
83/2ए	0	02	5	0	06
83/3ए	0	02	5	0	06
जोड़ :	0	35	5	0	88

[फा. सं. 12016/2/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 27th February, 2008

S.O. 555.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 4240 dated 16-10-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line GMAF to GMAA in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 07-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication

of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from GMAF to GMAA

State : Andhra Pradesh			Mandal : Uppalaguptam		
District : East Godavari			Village : Challapalli		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
75-1B	0	06	5	0	16
75-2B	0	04	0	0	10
753-2C	0	02	5	0	06
751/2-5	0	02	5	0	06
753-2D	0	01	5	0	04
753-2E	0	02	0	0	05
753-2F	0	02	5	0	06
753-2G	0	02	5	0	06
751/2-2	0	01	5	0	04
751/2-3	0	03	0	0	07
751/2-4	0	03	5	0	09
751/1-1B	0	03	0	0	08
751-2B	0	03	5	0	09
750-2	0	06	0	0	15
749-1B	0	03	0	0	07
752-2(G.P)	0	02	5	0	06
718-2	0	00	5	0	00 1/2
739-1B5	0	04	0	0	10
718-2	0	06	5	0	16
720-1B	0	02	5	0	06
720-2BP	0	04	0	0	10
720-2BP	0	07	0	0	17
721-1B	0	03	0	0	07
721-2B	0	07	0	0	17
722-1B	0	06	0	0	15
722-2B	0	04	5	0	11
736/2-2(GP)	0	03	0	0	08
739-1B2	0	02	5	0	06
739-1B3	0	05	5	0	13
739-2B	0	01	0	0	02
739-1B3	0	04	0	0	10
741/2-2(GP)	0	02	0	0	05
TOTAL:	1	12	0	2	77 1/2

District : East Godavari			Village : S. YANAM		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
28/1B	0	01	5	0	04
28/2B	0	10	0	0	25
28/3B	0	08	5	0	21
29/2-4B	0	05	0	0	12
84-1A2	0	05	5	0	14
83/2A	0	02	5	0	06
83/3A	0	02	5	0	06
TOTAL:	0	35	5	0	88

[F.No. 12016/2/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 556.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2903 तारीख 11-7-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्री एसट द्वारा आन्ध्र प्रदेश राज्य में पी.ओ.डी.सी. से पोन्नमंडा ई.पी.एस. परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि

पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्री एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाईन : पी.ओ.डी.सी. से पोन्नामंडा ई.पी.एस

राज्य : आंध्र प्रदेश मंडल : राजोल
जिला : पूर्व गोदावरी गांव : पोन्नामंडा

आर.एस. नं.	हेक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
498/पी	0	05	0	0	12
House site patta	0	02	5	0	06
6/1 पी	0	06	5	0	16
6/4 & 6/5	0	09	0	0	22
250/12 पी	0	03	0	0	08
250/12 पी	0	06	5	0	16
250/13 पी	0	07	5	0	18
249/1 पी	0	05	5	0	14
249/5 पी 6 पी	0	04	0	0	10
247/पी	0	02	0	0	05
243/10 पी	0	00	5	0	01 ½
243/10 पी	0	00	5	0	01 ½
243/7 पी	0	01	5	0	04 ½
243/6 पी	0	03	0	0	07 ½
243/3 पी	0	03	0	0	07 ½
243/3 पी	0	03	0	0	07 ½
243/1 पी	0	03	0	0	07 ½
244/3 पी	0	03	5	0	09
244/2 पी	0	02	5	0	06
244/1 पी	0	08	0	0	20
238/2 पी	0	08	0	0	20
250/पी	0	02	0	0	05
जोड़ :	0	90	5	2	24 1/2

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 556.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2903 dated 11-07-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals

Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line PODC to Ponnamanda EPS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from PODC to Ponnamanda EPS

State : Andhra Pradesh			Mandal : Rozole		
District : East Godavari			Village : Ponnamanda		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
498/P	0	05	0	0	12
House site patta	0	02	5	0	06
6/1P	0	06	5	0	16
6/4 & 6/5	0	09	0	0	22
250/12P	0	03	0	0	08
250/12P	0	06	5	0	16
250/13P	0	07	5	0	18
249/1P	0	05	5	0	14
249/5P 6P	0	04	0	0	10
247/P	0	02	0	0	05
243/10P	0	00	5	0	01 ½
243/10P	0	00	5	0	01 ½
243/7P	0	01	5	0	04 ½

1	2	3	4	5	6
243/6P	0	03	0	0	07 ½
243/5P	0	03	0	0	07 ½
243/3P	0	03	0	0	07 ½
243/1P	0	03	0	0	07 ½
244/3P	0	03	5	0	09
244/2P	0	02	5	0	06
244/1P	0	08	0	0	20
238/2P	0	08	0	0	20
250/P	0	02	0	0	05
TOTAL:	0	90	5	2	24 ½

[F. No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 557.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2904 तारीख 11-7-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजमुंद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में के.डब्ल्यू.डी.एच से केसानापाळली-2 परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 1-6-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा

के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजमुंद्रि एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : के.डब्ल्यू.डी.एच से
केसानापाळली-2

राज्य : आन्ध्र प्रदेश मंडल : मलीकीपुरम
जिला : पूर्व गोदावरी गांव : तुरुपुपालेम

आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
572/1पी	0	09	5	0	24
572/2पी	0	01	0	0	02 ½
572/3पी	0	00	5	0	01 ½
571/11पी	0	00	5	0	01 ½
572/4पी	0	01	0	0	02
572/5पी	0	01	0	0	02
572/6पी	0	00	5	0	01
572/7पी	0	00	5	0	01
572/8पी	0	00	5	0	01 ½
572/9पी	0	01	0	0	03 ½
572/10पी	0	01	0	0	02 ½
572/11पी	0	00	5	0	01 ½
572/12पी	0	01	0	0	03
572/13पी	0	00	5	0	01 ½
572/14पी	0	01	0	0	02 ½
572/15पी	0	00	5	0	01 ½
572/16पी	0	01	0	0	02 ½
572/17पी	0	01	0	0	02 ½
571/21पी	0	03	5	0	09
571/1पी	0	01	5	0	04 ½
571/2पी	0	00	5	0	01 ½
571/3पी	0	00	5	0	01 ½
571/4पी	0	01	0	0	02
571/6पी	0	01	0	0	03 ½
571/5पी	0	01	0	0	03 ½
571/7पी	0	01	0	0	03
571/8पी	0	01	0	0	03 ½
571/9पी	0	01	0	0	03
571/10पी	0	02	0	0	05
571/12पी	0	00	5	0	01 ½

1	2	3	4	5	6
571/13पी	0	01	0	0	02
571/14पी	0	02	5	0	06 ½
571/15पी	0	02	5	0	06 ½
571/16पी	0	02	5	0	06 ½
571/17पी	0	02	5	0	06 ½
571/18पी	0	01	0	0	02 ½
571/19पी	0	01	0	0	02 ½
571/20पी	0	03	0	0	08
570/1पी	0	02	5	0	06 ½
570/2पी	0	02	0	0	05
570/3पी	0	01	5	0	04
570/4पी	0	01	5	0	04
570/5पी	0	01	5	0	04
570/6पी	0	01	5	0	04
570/7पी	0	03	0	0	08 ½
जोड़ :	0	71	0	1	76 ½

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 557.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2904 dated 11-7-2006 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline KWDH to KESANAPALLI-2 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 1-6-2007;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the, Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE**ROU Pipeline from KWDH to KESANAPALLI-2**

State : Andhra Pradesh			Mandal : Malikipuram		
District : East Godavari			Village : Turpupalem		
R.S.No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
572/1P	0	09	5	0	24
572/2P	0	01	0	0	02 ½
572/3P	0	00	5	0	01 ½
571/11P	0	00	5	0	01 ½
572/4P	0	01	0	0	02
572/5P	0	01	0	0	02
572/6P	0	00	5	0	01
572/7P	0	00	5	0	01
572/8P	0	00	5	0	01 ½
572/9P	0	01	0	0	03 ½
572/10P	0	01	0	0	02 ½
572/11P	0	00	5	0	01 ½
572/12P	0	01	0	0	03
572/13P	0	00	5	0	01 ½
572/14P	0	01	0	0	02 ½
572/15P	0	00	5	0	01 ½
572/16P	0	01	0	0	02 ½
572/17P	0	01	0	0	02 ½
571/21P	0	03	5	0	09
571/1P	0	01	5	0	04 ½
571/2P	0	00	5	0	01 ½
571/3P	0	00	5	0	01 ½
571/4P	0	01	0	0	02
571/6P	0	01	0	0	03 ½
571/5P	0	01	0	0	03 ½
571/7P	0	01	0	0	03
571/8P	0	01	0	0	03 ½
571/9P	0	01	0	0	03
571/10P	0	02	0	0	05
571/12P	0	00	5	0	01 ½
571/13P	0	01	0	0	02

	2	3	4	5	6
571/14P	0	02	5	0	06 ½
571/15P	0	02	5	0	06 ½
571/16P	0	02	5	0	06 ½
571/17P	0	02	5	0	06 ½
571/18P	0	01	0	0	02 ½
571/19P	0	01	0	0	02 ½
571/20P	0	03	0	0	08
570/1P	0	02	5	0	06 ½
570/2P	0	02	0	0	05
570/3P	0	01	5	0	04
570/4P	0	01	5	0	04
570/5P	0	01	5	0	04
570/6P	0	01	5	0	04
570/7P	0	03	0	0	08 ½
TOTAL:	0	71	0	1	76 ½

[F.No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 558.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2905 तारीख 11-7-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजमुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में आर.ऐ.ऐ.सी. से पासलापुडी-29 परियोजना तक माध्यम से गैस, के परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 1-6-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा

(4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी वित्तीयगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजमुद्रि एसट में निहित होगा ।

अनुसूची

आर.ओ.यू. पाइपलाइन : आर.ऐ.ऐ.सी. से पासलापुडी-29

राज्य : आन्ध्र प्रदेश मंडल : अमलापुराम
जिला : पूर्व गोदावरि गांव : चीताडामरूवु

आर.एस. नं.	हैक्टेयर्स	एयर्स	सेन्टेयर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
594/13पी	0	01	0	0	01 ½
594/10पी	0	01	0	0	02
594/12	0	04	5	0	11
593/5पी	0	03	0	0	07
578/2बी	0	01	0	0	02
578/2ए	0	05	5	0	13
577/3बी	0	02	0	0	05
577/3ए	0	02	5	0	06
577/2	0	02	0	0	04 ½
577/1	0	01	0	0	03
574/2पी	0	02	0	0	05
574/1ए	0	02	0	0	05
574/1बी	0	02	0	0	05
574/1सी	0	02	0	0	05
563/2	0	03	0	0	06 ½
563/1	0	01	0	0	03
568/2	0	02	0	0	05
568/1	0	04	0	0	10
565/1पी	0	05	5	0	14
565/2	0	10	0	0	25
566/1ए	0	05	0	0	12
566/1बी	0	09	5	0	22 ½
566/2पी	0	01	5	0	04
592/पी	0	09	0	0	22
579/पी	0	06	5	0	16
573/पी	0	12	0	0	30
564/पी	0	03	0	0	07
जोड़ :	1	02	0	2	52

जिल्हा : पूर्व गोदावरी			गांव : इम्मीडीवाराप्पाडु		
अ.स. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
1/3	0	01	0	0	02 ½
3/1पी	0	07	5	0	19
2/पी	0	07	5	0	17 ½
3/5पी	0	03	5	0	09
13/1	0	02	0	0	04 ½
17/पी	0	14	0	0	35
18/1पी	0	02	0	0	05
18/2पी	0	01	0	0	03
19/5पी	0	01	0	0	03
19/6पी	0	01	0	0	02
19/7पी	0	02	5	0	06
19/8पी	0	03	5	0	09
20/पी	0	03	0	0	07
जोड़ :	0	49	5	1	225

राज्य : आन्ध्र प्रदेश मंडल : अल्लावाराम
जिल्हा : पूर्व गोदावरी गांव : गुडाला

अ.स. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
26/पी	0	01	5	0	04
25/पी	0	15	5	0	38
27/1पी	0	05	0	0	12
27/2पी	0	01	5	0	04
27/3एपी	0	01	5	0	04
27/8ए	0	01	0	0	03
27/8बी	0	01	5	0	04
27/8सी	0	01	5	0	04
32/1पी	0	01	5	0	04
32/2पी	0	07	0	0	16 ½
32/1पी	0	00	5	0	01
37/6पी	0	03	5	0	09
37/7पी	0	03	5	0	09
37/9पी	0	01	0	0	03
37/8एपी	0	02	0	0	05
37/8बीपी	0	03	0	0	07
39/4सी	0	05	0	0	12
39/4डी	0	04	0	0	10
40/1पी	0	03	0	0	07

1	2	3	4	5	6
40/2एपी	0	02	5	0	06
213पी	0	03	5	0	09
212/1ए	0	00	5	0	01
212/1बी	0	02	5	0	06
212/2ए	0	04	0	0	19 ½
212/2बी	0	04	0	0	10
212/3पी	0	00	5	0	01
210/1सी	0	00	5	0	01
210/3पी	0	05	0	0	12
209/3पी	0	09	5	0	24
205/1पी	0	01	0	0	02
199/3पी	0	03	0	0	07
199/4एपी	0	02	0	0	05
201/पी	0	00	5	0	01
199/2पी	0	03	0	0	08
199/4डीपी	0	02	5	0	06
199/4एफपी	0	01	0	0	03
199/4जीपी	0	00	5	0	01
199/5पी	0	01	0	0	03
187/2ए	0	02	5	0	06
187/2बी	0	03	0	0	07
187/3पी	0	05	0	0	12
187/4पी	0	01	0	0	02
187/7P	0	01	0	0	02
जोड़ :	1	21	5	3	01

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 558.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2905 dated 11-07-06 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (herein after referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipe line RAAC to PASARLAPUDI-29 in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public to lying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from RAAC to PASARLAPUDI-29

State : Andhra Pradesh			Mandal : Amalapuram		
District : East Godavari			Village : Chintadagaru		
R.S. No.	Hect-ares	Ares	Centi ares	Acres	Cents
1	2	3	4	5	6
594/13P	0	01	0	0	01½
594/10P	0	01	0	0	02
594/12	0	04	5	0	11
593/5P	0	03	0	0	07
578/2B	0	01	0	0	02
578/2A	0	05	5	0	13
577/3B	0	02	0	0	05
577/3A	0	02	5	0	06
577/2	0	02	0	0	04½
577/1	0	01	0	0	03
574/2P	0	02	0	0	05
574/1A	0	02	0	0	05
574/1B	0	02	0	0	05
574/1C	0	02	0	0	05
563/2	0	03	0	0	06½
563/1	0	01	0	0	03
568/2	0	02	0	0	05
568/1	0	04	0	0	10
565/1P	0	05	5	0	14
565/2	0	10	0	0	25
566/1A	0	05	0	0	12
566/1B	0	09	5	0	22½

1	2	3	4	5	6
566/2P	0	01	5	0	04
592/P	0	09	0	0	22
579/P	0	06	5	0	16
573/P	0	12	0	0	30
564/P	0	03	0	0	07
TOTAL:	1	02	0	2	52

District : East Godavari			Village : Immidivarappadu		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
1/3	0	01	0	0	02½
3/1P	0	07	5	0	19
2/P	0	07	5	0	17½
3/5P	0	03	5	0	09
13/1	0	02	0	0	04½
17/P	0	14	0	0	35
18/1P	0	02	0	0	05
18/2P	0	01	0	0	03
19/5P	0	01	0	0	03
19/6P	0	01	0	0	02
19/7P	0	02	5	0	06
19/8P	0	03	5	0	09
20/P	0	03	0	0	07
TOTAL:	0	49	5	1	225

State : Andhra Pradesh			Mandal : Allavaram		
District : East Godavari			Village : Gudala		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
26/P	0	01	5	0	04
25/P	0	15	5	0	38
27/1P	0	05	0	0	12
27/2P	0	01	5	0	04
27/3AP	0	01	5	0	04
27/8A	0	01	0	0	03
27/8B	0	01	5	0	04
27/8C	0	01	5	0	04
32/1P	0	01	5	0	04
32/2P	0	07	0	0	16½
33/1P	0	00	5	0	01
37/6P	0	03	5	0	09
37/7P	0	03	5	0	09

1	2	3	4	5	6
37/9P	0	01	0	0	03
37/8AP	0	02	0	0	05
37/8BP	0	03	0	0	07
39/4C	0	05	0	0	12
39/4D	0	04	0	0	10
40/1P	0	03	0	0	07
40/2AP	0	02	5	0	06
213/P	0	03	5	0	09
212/1A	0	00	5	0	01
212/1B	0	02	5	0	06
212/2A	0	04	0	0	09 ½
212/2B	0	04	0	0	10
212/3P	0	00	5	0	01
210/1C	0	00	5	0	01
210/3P	0	05	0	0	12
209/3P	0	09	5	0	24
205/1P	0	01	0	0	02
199/3P	0	03	0	0	07
199/4AP	0	02	0	0	05
201/P	0	00	5	0	01
199/2P	0	03	0	0	08
199/4DP	0	02	5	0	06
199/4FP	0	01	0	0	03
199/4GP	0	00	5	0	01
199/5P	0	01	0	0	03
187/2A	0	02	5	0	06
187/2B	0	03	0	0	07
187/3P	0	05	0	0	12
187/4P	0	01	0	0	02
187/7P	0	01	0	0	02
TOTAL:	1	21	5	3	01

[F. No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 559.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2911 तारीख 11-07-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजमुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में क. वी. ए. एफ. से केसवादासुपालेम-4 (के.वी.ए.सी.) परियोजना तक माध्यम से गैस के

परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी., के.जी. बेसिन, राजमुद्रि एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : के. वी. ए. एफ. से
केसवादासुपालेम-4 (के.वी.ए.सी.)

राज्य : आन्ध्र प्रदेश	मंडल : सकीनेटीपाल्ली				
जिला : पूर्व गोदावरी	गांव : अंतरवेदी				
आर.एस. नं.	हेक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्टस
1	2	3	4	5	6
888	0	10	0	0	25
868/3एपी	0	01	0	0	03
868/3एपी	0	01	0	0	03
868/3बी	0	03	0	0	08
868/3सी	0	02	5	0	06
868/3डी	0	13	0	0	32
868/3ईपी	0	05	5	0	13
868/3ईपी	0	05	5	0	13
868/3ईपी	0	05	0	0	12
869/1ए	0	12	0	0	30

1	2	3	4	5	6
870/पी	0	09	5	0	23
889/2पी	0	02	0	0	05
890/3बी	0	01	0	0	03
892/3एपी	0	01	5	0	04
892/3बी	0	01	0	0	03
892/3सी	0	01	0	0	03
892/3डी	0	01	5	0	04
जोड़ :	0	77	0	1	90

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 559.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2911 dated 11-07-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline KVAIF to KESAVADASUPALEM-4 (KVAC) in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public for laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vests, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE**ROU Pipeline from KVAIF (Kesavadasupalem-7) to KVAC (Kesavadasupalem-4)**

State : Andhra Pradesh Mandal : Sakshinetipalli

District : East Godavari Village : Antarvedi

R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
888	0	10	0	0	25
868/3AP	0	01	0	0	03
868/3AP	0	01	0	0	03
868/3B	0	03	0	0	08
868/3C	0	02	5	0	06
868/3D	0	13	0	0	32
868/3EP	0	05	5	0	13
868/3EP	0	05	5	0	13
868/3EP	0	05	0	0	12
869/1A	0	12	0	0	30
870/P	0	09	5	0	23
889/2P	0	02	0	0	05
890/3A	0	01	0	0	03
892/3AP	0	01	5	0	04
892/3B	0	01	0	0	03
892/3C	0	01	0	0	03
892/3D	0	01	5	0	04
TOTAL:	0	77	0	1	90

[F. No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 560.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2906 तारीख 11-07-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजमुंद्रि एस्ट द्वारा आन्ध्र प्रदेश राज्य में मोरी से ताटीपाका जी.सी.एस. परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने में प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और संक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोहित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुंद्री एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : मोरी से ताटीपाका जी.सी.एस.

राज्य : आन्ध्र प्रदेश			मंडल : राजोल		
जिल्ला : पूर्व गोदावरी			गांव : सीवाकोडु		
आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
531/2	0	02	5	0	06
531/3	0	02	5	0	06
531/4	0	03	0	0	07
531/5	0	03	0	0	07
531/6	0	03	0	0	08
530/2	0	07	5	0	19
जोड़ :	0	21	5	0	53

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 560.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2906 dated 11-07-06 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline MORI to TATIPAKA GCS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC - RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public for laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vests on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE

ROU Pipeline from MORI to TATIPAKA GCS

State : Andhra Pradesh			Mandal : Razole		
District : East Godavari			Village : Sivakodu		
R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
531/2	0	02	5	0	06
531/3	0	02	5	0	06
531/4	0	03	0	0	07
531/5	0	03	0	0	07
531/6	0	03	0	0	08
530/2	0	07	5	0	19
TOTAL:	0	21	5	0	53

[F.No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

नई दिल्ली, 28 फरवरी, 2008

का.आ. 561.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2909 तारीख 11-07-2006 द्वारा, उस अधिसूचना से

संलग्न अनुसूची में विनिर्दिष्ट भूमि में ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट द्वारा आन्ध्र प्रदेश राज्य में अडावीपालेम-5 से अडावीपालेम ई.पी.एस परियोजना तक माध्यम से गैस के परिवहन के लिये पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2007 से उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली ओ.एन.जी.सी. में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग के अधिकार इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए सभी विल्लंगमों से मुक्त ओ.एन.जी.सी. के.जी. बेसिन, राजामुद्रि एसट में निहित होगा।

अनुसूची

आर.ओ.यू. पाइपलाइन : अडावीपालेम-5 से अडावीपालेम ई.पी.एस.

राज्य : आन्ध्र प्रदेश मंडल : मलीकीपुरम

जिला : पूर्व गोदावरी गांव : संकारागुप्तम

आर.एस. नं.	हैक्टेर्स	एर्स	सेन्टेर्स	एकड़	सेन्ट्स
1	2	3	4	5	6
575/1पी	0	02	5	0	06
575/4पी	0	00	18	0	45
577/11ए	0	00	4	0	10
579/7बी	0	00	5	5	14
582/1पी	0	00	4	5	11
582/2पी	0	00	1	0	03
577/11बी	0	00	23	0	57
579/7ए	0	00	5	5	14

1	2	3	4	5	6
579/2ए	0	00	6	5	16
579/1पी	0	00	16	0	40
580/7पी	0	00	18	5	46
582/5पी	0	00	1	0	03
582/6पी	0	00	8	0	20
577/10पी	0	00	3	0	08
578/2पी	0	00	13	0	32
578/3पी	0	00	15	5	38
582/3पी	0	00	7	5	19
582/4पी	0	00	2	0	05
585/1पी	0	00	17	5	43
585/2पी	0	00	6	5	16
588/1ए	0	00	4	0	10
588/1डी	0	00	0	5	01
588/1बी	0	00	2	0	05
585/1ई	0	00	0	5	01
588/1सी	0	00	6	5	16
588/2ए	0	00	1	0	02
591/7एपी	0	00	4	5	11
588/2बी	0	00	1	0	02
588/3ए	0	00	0	5	015
588/3ए	0	00	0	5	015
588/3बी	0	00	1	0	02
590/10एपी	0	00	7	0	17
592/1ई	0	00	9	5	23
591/5ए	0	00	5	5	14
591/6ए	0	00	1	5	04
591/6ए2	0	00	3	5	19
590/11एपी	0	00	1	0	02
590/12सीपी	0	00	2	0	05
590/11सीपी	0	00	3	0	07
590/2ए1	0	00	3	0	08
590/1बीपी	0	00	2	0	05
590/2ए2	0	00	6	5	16
590/7एपी	0	00	2	5	06
590/8एपी	0	00	2	5	06
579/7सी	0	00	12	0	30
जोड़ :	2	63	5	6	51

[फा. सं. 12016/4/2008-ओएनजी-III]

राज शेखर सिकंदर, अवर सचिव

New Delhi, the 28th February, 2008

S.O. 561.—Whereas by Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2909 dated 11-07-06 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe Lines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline ADAVIPALEM-5 to ADAVIPALEM EPS in the State of Andhra Pradesh, a pipeline should be laid by the ONGC-RJY;

And whereas copies of the said Gazette Notifications were made available to the public from 01-06-07;

And whereas no objections have been received from the public to laying of the pipeline by the Competent Authority;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedules appended to this Notification is hereby acquired for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the ONGC, K.G. Project/Rajahmundry Asset, free from encumbrances.

SCHEDULE**ROU Pipeline from ADAVIPALEM-5 to ADAVIPALEM EPS**

State : Andhra Pradesh Mandal : Malikipuram

District : East Godavari Village : Sankaraguptam

R.S. No.	Hect-ares	Ares	Centi Ares	Acres	Cents
1	2	3	4	5	6
575/1P	0	02	5	0	06
575/4P	0	00	18	0	45
577/11A	0	00	4	0	10
579/7B	0	00	5	5	14
582/1P	0	00	4	5	11

1	2	3	4	5	6
582/2P	0	00	1	0	03
577/11B	0	00	23	0	57
579/7A	0	00	5	5	14
579/2A	0	00	6	5	16
579/1P	0	00	16	0	40
580/7P	0	00	18	5	46
582/5P	0	00	1	0	03
582/6P	0	00	8	0	20
577/10P	0	00	3	0	08
578/2P	0	00	13	0	32
578/3P	0	00	15	5	38
582/3P	0	00	7	5	19
582/4P	0	00	2	0	05
585/1P	0	00	17	5	43
585/2P	0	00	6	5	16
588/1A	0	00	4	0	10
588/1D	0	00	0	5	01
588/1B	0	00	2	0	05
585/1E	0	00	0	5	01
588/1C	0	00	6	5	16
588/2A	0	00	1	0	02
591/7AP	0	00	4	5	11
588/2B	0	00	1	0	02
588/3A	0	00	0	5	015
588/3A	0	00	0	5	015
588/3B	0	00	1	0	02
590/10AP	0	00	7	0	17
592/1E	0	00	9	5	23
591/5A	0	00	5	5	14
591/6A1	0	00	1	5	04
591/6A2	0	00	3	5	09
590/11AP	0	00	1	0	02
590/12CP	0	00	2	0	05
590/11CP	0	00	3	0	07
590/2A1	0	00	3	0	08
590/1BP	0	00	2	0	05
590/2A2	0	00	6	5	16
590/7AP	0	00	2	5	06
590/8AP	0	00	2	5	06
579/7C	0	00	12	0	30
TOTAL:	2	63	5	6	51

[F. No. 12016/4/2008-ONG-III]

RAJ SEKHAR SIKDAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 21 फरवरी, 2008

का.आ. 562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 53/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-08 को प्राप्त हुआ था।

[सं. एल-12012/20/2001-आई आर(बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st February, 2008

S.O. 562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workman, received by the Central Government on 20/2/2008.

[No. L-12012/20/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated : 11th February, 2008

PRESENT

Shri A. R. SIDDQUI

PRESIDING OFFICER

C. R. No. 53/2001

I PARTY

Shri Jakappa,
S/o Mayappa Pujari,
Savalgi PO,
Jamkhandi Taluq,
Bagalkot Distt
Karnataka State

II PARTY

The Chief Manager,
Syndicate Bank,
Zonal Office,
Industrial Relation Cell,
Bangalore

AWARD

1. The Central Government by exercising the powers by clause (d) of sub-section 2A of the Section 10 of the Industrial Act, 1947 has referred this dispute vide order No. L-12012/20/2001-IR (B-II) dated 13th August 2001 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Syndicate Bank in relation to Savalagi Branch, Bangal kot district to

terminate the services of Shri Jakappa S/o Shri M. Pujari, Pigmy agent w.e.f. 18-01-1999 is legal and justified? If not, what relief is the disputant workman entitled to?"

2. The case of the first party workman as made out in the claim statement relevant for the purpose is that he was appointed as a pigmy agent in Savalagi branch of the management bank in the year 1987 and worked sincerely and diligently to the best satisfaction of his superiors through out his tenure till he was illegally terminated vide order dated 18-01-1999. He was getting a salary of Rs. 3000-per month as remuneration out of the employment. While, giving out the details of his duties as a Pigmy Deposit Collector at parars 4 to, he challenged the impugned punishment order on the ground that there was no charge sheet, show cause notice or warning letters issued to him at any point of time during his tenure of servic. Therefore, the action of the management without conducting any enquiry terminating his services was illegal, unjust and against the principles of natural justice. He further contended that since he admittedly worked for a period of more than 240 days and more in a calendar year, the action of the management in terminating his services is nothing but retrenchment as defined under Section 2 (oo) read with Section 25F of the ID Act, and therefore, is liable to be set aside.

3. The management by its counter statement not disputing the fact that in response to letter dated 25-03-1987 written by the first party to the management willing to work as a pigmy agent, the management vide letter dated 27-04-1987 engaged him as an agent for collection of pigmy or Adarash Deposit attached to Savalagi Branch. The first party agreed to the terms and conditions of the engagement as a pigmy agent affixing his signature to the above said letter of the management which terms and conditions made very clear to the effect that the first party shall only being an agent for collection of Pigmy deposits and not for any other purpose or business and that he was not the staff member of the bank. It was also made clear to him that he would be paid commission on the amount so deposited with the bank and accordingly he also executed an agreement dated 30-04-1987. Therefore, the relationship between the management and the first party is that of a Principal and an Agent and not that which subsists between an employer and employee or Master and Servant; that the first party was not adhering to the terms of the agreement and failed to deposit the collections made by him at the bank at the beginning of the cash hours. Thereafter the management referred to certain letter notice issued to the first party for his default in making remittance with the bank, the amount collected by him towards the pigmy deposits from the various customers on various occasions. However, the first party continued to remit the collections only towards the closing hours of the business and therefore, by a letter dated 24-11-1997 he

was called upon to remit the collections made by him on 31-10-1957, 2-11-1957 and 1-11-1957. While admitting default on his part in not remitting the amount collected by him the first party by his letter dated 24-11-1997 remitted the collection only at 1.45 pm; that on receiving the reports the first party did not deposit a sum of Rs. 10,000 received by him from Shri GR Yennennavar towards a crop overdraft account which loan he was not supposed to receive as a pigmy agent, a letter was issued to him on 6-3-1998 calling upon him to deposit the said amount to the bank and when he did not deposit same after a considerable period, the Divisional Office of the branch under whose control the Savalgi branch came, issued a letter dated 1-4-1998 to the first party advising to remit the amount towards the loan accounts and also to adhere to the rules of pigmy collection by remitting the cash at the commencement of the business hours of the bank as otherwise his agency will be terminated. Thereafter, the first party failed make collections and was served with a reminder

dated 13-6-1998 to which he submitted a letter dated 23-6-1998 assuring the management that he would remit the pigmy collection amount in time and he also assured the management that he will pay Rs. 300 per month towards the loan account of one Mr. Arjun G. Yadav from out of pigmy commission and also assured of remitting the loan amount he collected from the said Gadigeppa. However, when there was no improvement on the part of the first party and when he failed to adhere to the rules of pigmy collection his agency was terminated according to the terms and conditions of the said agency agreement. In the last the management contended that the party has no locus standi to raise the dispute that too, to cover his own fault and to mislead the court on the legitimate action of the management terminating his agency, desperately trying to colour his case with that of Union activities and the same is to be condemned. Therefore, the management requested this tribunal to reject the reference.

4. During the course of trial, the management examined one witness as MW1 and his statement in examination chief relevant for the purpose is to the effect that the first party was a pigmy deposit agent to collect the deposit amount from the bank customers and to get commission fee on the amount so collected by him as per agreement at Ex. M1. He stated that there are about 8 letters issued to the first party informing him of his lapses in collecting the amount from the customers and not depositing the same on time vide Ex. M2 series. He stated that the agency of the first party was terminated vide letter dated 18-1-1999 at Ex. M3. He stated that no working hours were fixed for the first party and he was to collect the amount as per his convenience but to deposit the same in time i.e. on the very next working day. He was not supposed to come to the bank every day and whenever there was no collection made by him. He was

not an employee of the bank and there is no post of Agent of Deposit Clerk and that he is not entitled for the relief. In his cross examination he denied the suggestion that they have terminated the services of the first party without following the procedure and terms and conditions of the agreement at Ex.M1 and that the aforesaid letters at Ex. M2 are prepared for the purpose of this case.

5. As a rebuttal, the first party examined himself as WW1 and his statement in examination chief was to the effect that he was working with the management as a Pigmy Agent since the year 1987 and was getting commission at the rate of 3.5% on the amount collected by him from the customers towards pigmy. He was depositing the amount collected with the bank on the following day. He was working under the supervision of the bank manager sincerely and honestly and was removed from service without any notice, payment of compensation or any enquiry. In his cross examination the aforesaid letter at Ex.M2 series written by him to the management and also verified by him from the management were referred to apart from the other letters marked at Ex.M4 to M12.

6. Now, therefore, in the light of the above, the two important points which fall consideration of this tribunal would be

- (i) Whether the first party is a workman as defined under section 2 (s) of the ID Act,
- (ii) Whether the first party worked with management as a pigmy agent right from the year 1987 till the year 1999 continuously when his services were terminated.

7. The fact that the first party was working with the management as a pigmy agent right from the year 1987 till the month of January 1999 when his services were terminated vide termination order dated 18-1-1999 is not disputed and cannot be disputed. The management by way of its counter statement never disputed the above said fact of the first party working with its Savalgi branch during the aforesaid period in the capacity of pigmy agent as per the agreement at Ex.M1 taken place between the parties. Now, therefore, the only question to be considered would be in the first instance as to whether the first party comes under the definition of the workman. Their Lordship of Supreme Court in a decision reported in 2001(1) LLJ SC 1045-1051 put to rest the controversy over the question as to whether the pigmy agent is a workman under section 2 (s) of the ID Act. Now therefore, we have to proceed on the assumption that 'the first party is a 'workman' as defined under section 2(s) of the ID Act', and if so, the next question to be considered would be 'whether the action of the management terminating his service is hit by the provisions of Section 2 (oo) read with section 25F of the ID Act. In order to succeed in the instant case therefore, the first party workman was required to establish before this tribunal that he worked with the

management as a pigmy agent for a continuous period of 240 days and more immediately preceding his termination. As noted above, the fact that the first party worked with the management as a pigmy agent right from the year 1987 when the agreement at Ex. M1 was taken place till 18-1-1999 when his services were terminated vide termination order at Ex. M3 has not been disputed by the management either in the counter statement or in the statement of MW1 made before this tribunal. There is again no plea taken by the management in the counter statement or through the statement of MW1 stating that the first party was not in continuous service of the management as a pigmy agent during the aforesaid period or that he did not render continuous service of 240 days or more in any calendar year much less in a calendar year immediately preceding his termination. Therefore, there is no case made out by the management that in between the said period there was any break in the services rendered by the first party as a pigmy agent. Therefore, when we proceed on the assumption that the first party worked with the management in the aforesaid capacity for about a period of more than 10 years continuously, then it goes without saying that he worked for a period of 240 days and more in each of the calendar year during the said period and so also during the calendar year immediately preceding his termination. Therefore, when the first party has established before this tribunal that he worked with the management in the aforesaid period satisfying the conditions contained in Section 25B of the ID Act, then, the next question to be considered would be was there any compliance of Section 25F of the ID Act, by the management before terminating his services. Undisputedly, the management has not complied with the requirement of Section 25F of the ID Act and therefore, the action of the management tantamounts to retrenchment as defined under section 2 (oo) of the ID Act, resulting into illegal termination there being no compliance of Section 25F of the ID Act and in the result, the order terminating the services of the first party becomes illegal and void *ab initio*?

8. Now, coming to the relief of reinstatement, in the normal course when the order terminating his services is held to be illegal, the natural corollary to be followed would be the reinstatement of the workman into the services of the management. However, as argued for the management the first party not being an employee of the bank in its strict sense and he being designated as a workman under the provisions of the ID Act for a limited purpose, there will be no justification to grant him the relief of reinstatement. It is more so when there is admittedly no post of pigmy agent with the bank and a period of about 8 years elapsed from the date of termination as on today. Therefore, for the reasons cited above, it will not be proper and feasible much less in the interest of justice to burden the management with the services of the first party as a pigmy agent.

9. Now, coming to the question of relief of back wages and other benefits to be granted to the first party. It appears to me worthwhile to bring on record the facts mentioned at paras 3 to 6 of the judgment of their Lordship of Supreme Court reported in 2001 (1) LLJ 1045-1051 referred to supra as under :—

“The Govt. of India, Ministry of Labour by an order dated October 3, 1980 referred the following disputes under sections 7A and 10 (1) (d) of the Industrial disputes Act between the management of eleven banks and the deposit collectors to the Industrial Tribunal, Hyderabad for adjudication.”

“Whether the demands of the commission agents or as the case may be deposit collectors employed in the banks listed in the Annexure that they are entitled to pay scales, allowances and other service conditions available to regular clerical employees of those banks is justified. If not, to what relief are the workmen concerned entitled to and from which date?”

Before the tribunal parties lead evidence both oral and documentary. After hearing the parties the tribunal by its Award dated December 22, 1988 held that the deposit collectors were workmen of the concerned bank. The tribunal then directed as follows:

“All those deposit collectors and agents who are below the age of 45 years on October 3, 1980 (the date the first reference of this industrial dispute) shall be considered for regular absorption for the post of clerks and cashiers if they are matriculates and above including qualified graduates and postgraduates. They may be taken to bank's service as regular employees, if they pass the qualifying examinations conducted by the banks. Those who are absorbed shall be treated on par with regular clerical employees of the bank. Those who are qualified with 8th Class and below matriculation shall be considered for absorption as sub staff by conducting qualifying examinations.

As regards the deposits collectors and agents who are above 45 years of age on the date October 3, 1980 and also those who are unwilling to be absorbed in regular banks service, they shall be paid full backwages of Rs. 750 per month linked with minimum deposit of Rs. 7.50 per month and they should be paid uniform conveyance of Rs. 50 per month for deposit of less than Rs. 10,000 and Rs. 100 per month for deposits of more than Rs. 10,000 upto or above Rs. 30,000 per month they should be paid gratuity of 15 days commission for each year of service rendered.

Various writ petitions were filed by various banks and the Indian banks association. All were disposed of by the impugned judgment dated March 20, 1997.

Before the High Court it has been conceded that relief of being absorbed as regular staff of the banks in clerical cadre was not available to be granted. On this

concession the High Court set aside the directions of the Tribunal to absorb the deposit collectors as regular staff. The High Court, However, upheld the other directions of the Tribunal regarding payment of full back wages, conveyance, gratuity etc.”

10. Now, it is in the background of the above said facts and observations made therein let me decide the question with regard to the quantum of the backwages to be paid to the first party. It is to be made clear at the very outset that the first party not being in the service of the management for a period of about more than 8 years from the date of his termination, it is just not possible to calculate the exact compensation amount to be paid to him in the light of the terms of the award passed by the Industrial Tribunal, Hyderabad as brought out in Para 4 of the said judgment of their Lordship of Supreme Court. Now, therefore, we have to fall back on the averments made in the claim statement by the first party and so also his statement in examination chief with regard to the income he was getting out of commission working as a pigmy agent. In his claim statement as noted above, in his own words the first party was getting monthly commission of Rs.3000 towards the amount he collected from the customers as pigmy deposits. There is no denial of this fact on the part of the management. There is also denial of the fact that first party was being paid 3.5% commission over the collections he made during the course of his pigmy as deposed by him in his examination chief deposed to supra. Therefore, having regard to the aforesaid undisputed evidence and so also taking into consideration the period elapsed between the date of termination till this date and there being no positive evidence on the part of the point of gainful employment, the amount of compensation he would have got under the provisions of Section 25F of the ID Act, it appears to me that ends of justice will be met if the first party is ordered to be paid a lumpsum compensation amount of Rs. 1 lakh towards his full and final claim against the management. Hence the following award:

AWARD

The management is directed to pay a sum of Rs. 1 lakh in lumpsum as compensation towards his full and final settlement of the claim against it within 3 months from the date of publication of the award or else the amount shall carry interest at the rate of 10 percent per annum till its realization. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 11th February 2008).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 21 फरवरी, 2008

का.अ. 563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 59/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2008 को प्राप्त हुआ था।

[सं. एल-12011/63/2001-आई आर(बी-II)]

राजिन्द्र कुमार, डैस्क अधिकारी

New Delhi, the 21st February, 2008

S.O. 563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.59/2001 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of Vijaya Bank and their workmen, received by the Central Government on 20-2-2008.

[No. L-12011/63/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT, BANGALORE

Dated : 8th February, 2008

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 59/2001

I PARTY

The General Secretary,
Vijaya Bank Workers
Organisation, 37/1,
1st floor, Car Street,
Ulsoor, Bangalore.

II PARTY

The Regional Manager, Vijaya
Bank, Head Office, 41/2, M.G.
Road, Trinity Circle,
Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No.L-12011/63/2001-IR (B-II) dated 27th July 2001 for adjudication on the following schedule:

SCHEDULE

“Whether the action of the management of Vijaya Bank, Bangalore in imposing a punishment of reduction of one stage in the time scale of pay for a period of one year without cumulative effect on Shri Pradeep Kumar Hegde, Special Assistant, Code No. 5080, Mundaje branch is justified? If not, what relief the said workman is entitled to?”

2. A charge sheet dated 28-4-1999 come to be served upon the first party workman in the following terms:—

Charge sheet

"You were working as Clerk at the bank's Chikmangalur branch from 10-08-1994 to 20-11-1997.

Shri T. Kalyan Rao and Mrs. T. Satyawathi were sactioned with certain limits like OD and SL during the year 1994 against the securities of shares and NSCs. Since the SL and OD accounts of the said borrowers became overdue, the pledged shares were sold to M/s. Investors Corner, Share Broker for making good the overdue loan accounts. Consequently, M/s. Investors Corner made a part payment of the shares sold to them and enclosed a clearing cheque bearing No.677131 dated 7-05-1997 for Rs.50,000 drawn on Federal Bank and favouring Vijaya Bank. Instead of crediting the said cheque amount to the borrowers loan account, Shri Pradeep Kumar Hegde who was handling the clearing department at that relevant point of time, has credited the entire amount to the SB account No. 17 of Sri Luis Lobo, Branch Manager on 8-05-1997, thereby facilitated diversion of bank's funds into the personal account of Mr. Lobo, the then Branch Manager enabling him to derive pecuniary gain from the bank.

The aforesaid acts are prejudicial to the interest of the bank which amounts to misconduct under the provisions of Bipartite Settlement.

The bank therefore, charges you as under:

"Your action of crediting the clearing cheque bearing No.677131 dated 7-05-1997 for Rs.50,000 drawn on Federal Bank favouring Vijaya Bank issued by M/s. Investors Corner being part payment of the shares sold to them by the branch on account of overdue OD and SL Accounts of Shri T.Kalyan Rao and Mrs. T. Satyawathi, directly to the credit of Account No. 17 of Shri Luis Lobo, Branch Manager, instead of loan accounts of the said parties, constitutes gross misconduct under sub clause (j) of Clause 19.5 of Chapter XIX of Bipartite Settlement, 1966."

3. The first party submitted his reply and the Disciplinary Authority not finding the same satisfactory, ordered DE againg the first party into the aforesaid charges and it is on the completion of the enquiry, findings were submitted holding him guilty of the charges. He was served with a show-cause notice along with the enquiry report an once against his representation not to act upon the findings, not being accepted by the disciplinary authority, the impugned punishment was ordered against him.

4. The first party by way of his claim statement, before this tribunal challenged the enquiry proceedings on the ground that the enquiry officer ignored the rules of natural justice and conducted the enquiry in violation of the rules of natural justice; that the enquiry officer was very much biased in favour of the management as much as allowing the management witness to give evidence not relevant and in turning down the objections

raised by his DR to certain questions put to the management witnesses; that the management did not examine the material witnesses much less the important witness namely, the then branch manager Mr. Luis Lobo and thereby the first party was denied the opportunity to cross examine the said witness. The first party also challenged the enquiry findings as well as the punishment imposed upon him contending that the disciplinary authority imposed the punishment without application of mind and the Appellate Authority also confirmed the punishment while unreasonable and illegal order. Therefore, he requested this tribunal to set aside order of punishment granting him all the benefits consequent thereto.

5. The management by its counter statement, while, repeating the charges of misconduct levelled against the first party into the aforesaid charge sheet, further, contended that when the first party denied the charges, a domestic enquiry was ordered against him and that was conducted holding the enquiry proceedings on 4-8-1999 and then concluding the same on 5-08-1999. The management then contended that the enquiry was conducted as per the provisions of Bipartite Settlement during which enquiry the management examined two witnesses getting marked 8 documents. The first party also produced one document and gave his statement. He was defended by one Shri Suresh Kamath, Special Assistant to cross examine the management witnesses and thereafter submitted his briefs on the conclusion of enquiry. The management further contended that after the conclusion of the enquiry the enquiry officer submitted his findings holding the workman guilty of the charges and on that enquiry report explanation was sought for and considering the representation of the first party dated 15-09-1999 so also the material brought on record and having regard to the gravity of the misconduct committed by the first party the impugned punishment order was passed and was communicated to the first party accordingly. Therefore, the management contended that the enquiry conducted against the first party was in accordance with the principles of natural justice findings were based on the oral and documentary evidence and that punishment order passed against the first party was quite in accordance with law not to be interfered at the hands of this tribunal.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings this tribunal on 16-07-2004 framed the following preliminary issue:

"Whether the DE conducted against the first party by the second party is fair and proper?"

7. During the course of trial of the said issue the management examined the enquiry officer as MW-1 and got marked 10 documents at Ex.M1 to M10. There was no evidence led on the part of the first party. After hearing

the learned counsels for the respective parties this tribunal by order dated 10-03-2006 answered the above said preliminary issue in favour of the management recording a finding to the effect that the DE conducted against the first party by the second party is fair and proper. Thereupon, the matter was taken up for hearing on merits of the case.

8. Learned counsel for the first party, Shri BD Kuttappa in his arguments contended that as per the charge sheet the only allegation made is that a sum of Rs. 50,000 was credited in the SB account of the then branch manager, not causing any financial loss to the management bank and that the first party submitted his explanation to the effect stating that the cheque for the above said sum in the name of the branch manager was done by him in good faith and therefore, it was a case deserving lenient view against the first party particularly, taking into consideration the fact that there was no bad intention on the part of the first party in crediting the clearing cheque drawn on Federal Bank favouring Vijaya Bank issued by M/s. Investors Corner. Learned counsel further submitted that Ex. M1 i.e. SB account paying in slip for the amount in question was written by the then manager himself and it is in good faith the first party entered it in the clearing register of the branch. Therefore, the then branch manager being responsible for the act of scrutinizing the clearing documents and the Supervisory Clerk or the office Incharge of the concerned department having signed the counterfoil of the paying in slip, the first cannot be held responsible for any sort of misconduct committed by him and then at the most the above said act on the part of the first party amounts to negligence not deserving the impugned punishment.

9. Whereas, learned counsel for the management while supporting the findings of the enquiry officer and taking the court through the findings vehemently, submitted that the misconduct committed by the first party has been proved not only in the oral and documentary evidence produced during the course of enquiry but also in the light of the very admissions made by the first party to the effect that he made such an entry of crediting the clearing cheque wrongly to the SB account of the then branch manager instead of crediting the same to the loan account of Shri T. Kalyan Rao and Mrs. T. Satyavathi.

10. After having gone through the findings of the enquiry officer coupled with the oral and documentary evidence duly discussed and appreciated supported by valid and cogent reasonings, I do not find any substance in the arguments advanced for the first party that he did not commit the misconduct alleged against him. The fact that the first party credited the clearing cheque bearing No. 677131 dated 07-05-1997 for Rs. 50,000 drawn on Federal Bank favouring Vijaya Bank issued by M/s. Investors Corner, being part payment of the shares sold to them by the branch on account of overdue OD and SL

Accounts of the said two customers, directly making the credit entry to SB account of the then manager, instead of loan accounts of the said parties has not been disputed by the first party at any stage of the disciplinary enquiry proceedings. He infact, by way of his explanation submitted in response to the enquiry report sought for lenient view from the disciplinary authority. The contention of the first party during the course of arguments before the enquiry officer, the contention taken by him that he made the above said credit entry to the SB account of the branch manager as paying in slip in fact was written by him has rightly turned down by the enquiry officer giving the reasons in detail found on pages 6 to 8 of the enquiry report. The very same arguments advanced before this tribunal again deserve to be rejected for the simple reason that the first party being the responsible official of the bank dealing with clearing section in question was supposed to be very alert and conscious while making the credit entry by way of clearance of the cheque having regard to the contents of the said cheque i.e. in whose favour the amount was to be credited. The cheque in question infact was drawn on Federal Bank favouring Vijaya Bank issued by M/s. Investors Corner and therefore, the first party cannot be allowed to take a contention that because of the entry made in the 'paying in slip' in the name of the then manager himself he credited the amount in his account and therefore, he was not responsible for any misconduct. It was rightly observed by the enquiry officer that it was the duty of the first party to have exercised his proper diligence and caution while making the said entry particularly, when the cheque in question was for a huge amount of Rs. 50,000. Had he verified and taken precautions in a manner supposed to be taken by the responsible bank official certainly, he would not have credited the above said cheque in favour of the then branch manager, instead of the loan accounts of the parties. Therefore, from the reasons given by the enquiry officer based upon the oral and documentary evidence and the very admission made on the part of the first party, the decision arrived at by the enquiry officer that the first party is responsible for the act of negligence cannot be said to be suffering from any arbitrariness or perversity. In the result, findings of the enquiry officer being based upon documentary evidence as well as admissions on the part of the first party holding him guilty of the charges were rightly taken into consideration by the disciplinary authority in imposing the punishment in question. However, taking into account the undisputed fact that there was no financial loss to the bank as there was no allegation against the first party that above said sum of Rs. 50,000 which was credited to the SB account of the then manager either was used or misused by the said officer taking advantage of the entry in his SB account. Moreover, it being a case of sheer negligence, it appears to me that ends of justice will be met if the punishment in

question is limited to the period till the passing of the award in question. Hence the following award:

AWARD

The impugned punishment imposing punishment reduction of one stage in the timescale of pay for a period of one year without cumulative effect against the first party stands confirmed till the date of this award. His time scale of pay which has been reduced by one stage shall be restored to him w.e.f. the date of this award giving the benefit of the said scale of pay in future, No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 8th February 2008)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 22 फरवरी, 2008

का.आ. 564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 60/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-08 को प्राप्त हुआ था।

[सं. एल-12012/153/2004-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2004 of the Cent. Govt. Indus. Tribunal-cum-Labour Court., No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Oriental Bank and their workman, received by the Central Government on 22-2-2008.

[No. L-12012/153/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, II CHANDIGARH

PRESIDING OFFICER: Shri Kuldip Singh

CASE I.D. No.: 60/2k4

Registered on: 17-01-2005

Date of Decision: 07-06-2007

ANIL KUMAR S/O MADAN MOHAN R/O 73, BANSO
GATE, MATAK MAJRI, NEAR BALMIKI MANDIR,
KARNAL DISTRICT

PETITIONER

Versus

THE BRANCH MANAGER, ORIENTAL BANK OF
COMMERCE, MAHESH NAGAR, AMBALA

RESPONDENT

APPEARANCE

For the Workman Mr. Suresh Goyal
Advocate

For the Management Mr. Ram Chander
Advocate

AWARD

The Government of India vide their Order no. L-12012/153/2004-IR (B-II) dated 23rd November, 2004 desired to know the following:—

“Whether the action of the Management of Oriental Bank of Commerce, Mahesh Nagar, Ambala Cantt. in terminating the services of Sh. Anil Kumar, Ex-Sweeper w.e.f. 6th April, 2004 even without complying with the provisions of Sections 25-F, G and H of the I.D. Act, 1947 is just and legal? If not, what relief the concerned workman is entitled to and from which date?”

The workman who appeared on the call from this Tribunal, filed his Claim Petition by which he claimed that he was appointed as Sweeper on 10th March, 1999 and he served the Management till 6th April, 2004 when his services were terminated without disclosing the reasons. The workman had served the Management for more than 240 days continuously therefore, he was entitled to the protection of Section 25-F, G, H and N of Industrial Dispute Act, 1947, in short “Act” whereas the Management neither gave him one month’s notice nor paid wages in lieu thereof. He was also not paid retrenchment compensation. The Management further violated the provisions of Section 25-G, by not following the principle of first come last go nor they maintained the seniority list and also engaged fresh hands without providing opportunity to him to serve. He filed his affidavit in support of his claim and also attached photo copies of the documents marked as Annexure 8 to 17.

The Management has opposed the claim of the workman stating that the workman was never employed by the Management and there never existed a relationship of employee and employer between the parties. Since the workman was not employed by the Management the question of terminating of his services by the management did not arise. The vouchers, copies of which are produced by the workman, do not pertain to the salary of the workman and pertain to the office expenses incurred by the Management Bank from time to time. Since the workman was not engaged by the Management so the question of his having served the Management for 240 days continuously does not arise. As per the procedure and the practice, the employment in the Bank is done through the

employment exchange. They have also denied that the Management violated the provisions of Section 25-G of the Act or principles of natural justice. Since the workman never remained in the employment of the Management, therefore, the question of preparing of his seniority list did not arise. They also denied to have violated the provisions of Section 25-H of the Act. Sh. Shiv Kumar Sharma, the Branch Manager filed his affidavit in support of the Written Statement and reiterated the fact stated in the Written Statement on oath.

In the rejoinder the workman recounted the facts stated in the Claim Statement and contested the claim made by the Management. He stated that since the vouchers contain the name of the workman, therefore, it proves that he was in the employment of the Management and the vouchers related to the salary paid to him. He also placed on record the affidavits of Messrs. Sanjay Kumar S/o Raja Ram, Ram Pal Sharma, Sanjay Kumar S/o Nanak Chand, Sushil Kumar, Jai Prakash and Krishan Lal. Out of them he examined Sanjay Kumar S/o Nanak Chand, Sushil Kumar, Sanjay Kumar S/o Raja Ram, Sanjay Kumar S/o Nanak Chand, Krishan Lal, Jai Prakash besides himself. He also produced Ram Pal Sharma as his witness but his statement could not be completed due to his stammering and the counsel for the workman left him.

I have gone through the file and have also considered the submissions made by the counsel for the parties.

The claim of the workman is that he was engaged by the Management as Sweeper on 10th March, 1999. However, he has not placed on record his appointment letter. In his statement he claimed that he had been interviewed, but no interview card was issued to him. He further admitted that he was the lone candidate interviewed. He then claimed that he had been called to the Bank by the Bank Manager through one Pala Ram, who was his relation and was an employee of the Bank. The workman has not examined this Pala Ram or the Bank Manager who according to him had called him through Pala Ram. He admitted that he was 8th class fail. So we find that the workman has failed to produce any evidence to show that there was the advertisement for the recruitment of a sweeper or that the workman had been recommended by a employment exchange or he was directly called for interview through one Pala Ram. Then what sort of the recruitment was that which the workman is claiming.

The second claim of the workman is that he was paid wages at the rate of 1200/- per month which was later on raised to 1950/- per month. He has not placed on record any evidence to show that he was paid salary at the rate he has claimed. On record I find the photo copies of the vouchers which read that the amount so mentioned in the vouchers, Annexure A-1 to A-17 were paid as charges for different jobs, like washing of curtains or getting the documents photo stated for purchase on paper, or cycle

repair, or cost of stationary. These vouchers do not show that the amount so paid to the workman represented his wage. These vouchers, at the best show, although there is no cogent proof that these payments were made to the workman. This at the best show that there was same relationship between one Anil Kumar and the Management Bank, as he was paid the amount for different jobs, but these vouchers do not show that these payments were made to the workman or that he was an employee of the Management Bank.

The workman examined a number of witnesses. Sanjay Kumar S/o Nanak Chand claimed that he had seen the workman doing job for the Management. He further claimed that he had opened an account with the Management but did not produce any proof to show that infact he had open the account. He also could not say what was the capacity in which the workman used to do job for the Management. He admitted that his affidavit was got written by Anil Kumar and his signatures were obtained thereon. Sushil Kumar another witness also made a similar statement. He claimed that he had seen the workman working in the Bank, after its opening and he would sweep the Bank premises, carry files and also visited other Banks. He however admitted that he had not seen the workman getting the salary. Sanjay Kumar S/o Raja Ram also made a similar statement. He stated that the workman used to clean the Bank premises; that the workman was a peon in the Bank and he would offer water to the Bank employees. Krishan Lal, the fourth witness, in his statement deposed that he knows the workman since about 10-12 years as he is his distant relation; that at the time of his engagement, the workman had stayed with him and told that he has been appointed by the bank; that 3-4 days thereafter, he has seen the workman cleaning the Bank and it happened in the year 1998 and that the workman was disengaged on 4th March, 2004. However, he had not seen a letter of appointment or disengagement of the workman. Jai Prakash the other witness of the workman stated that he is working in the Postal Department and he knew the workman since 10-12 years, being related to the workman; that the father of the workman had told him that the workman has been appointed in the Bank; But he did not see the appointment letter; that he had seen the workman working in the Bank, cleaning the premises and other jobs. So we find that the oral evidence produced by the workman is of stereo type and at the best show that the workman was doing some jobs for the Management. The Photo copies of the vouchers placed on record by him, also suggest that there was some relationship of the workman with the Management, but this evidence do not show that the relationship of the workman with the Management was that of employee and employer. To create such a relationship, there should have been an order of termination, appointment, payment of regular wages and eve attendance recorded in the record of the Bank, if the workman was infact the employee of the

Bank. The Management has placed on record of the photo copies of attendance register for the period March, 1999 to April, 2004. There is no mention of the name of the workman in the attendance register. Among the class -IV employees who worked for the Management employee during that period, were Shraavan Singh as Dafftri and Gian Singh as Peon, besides the Branch Manager named Girish Chadha, Manager Praveen Jain. The evidence thus produced by the workman do not show that he was engaged by the Management; and that he had served the Management continuously for 240 days in 12 months preceding the date of his disengagement which he claimed to have been done on 6th April, 2005.

After examining all the evidence available on record I have come to the conclusions that there is no evidence available on record to show that the workman was engaged as Sweeper by the Management; and that they had terminated his services on 6th April, 2004 without complying with the provisions of the Act. The evidence available on record also does not show that there existed a relationship of employer and employee between the parties or that the workman had served the Management continuously for 240 days preceding the alleged date of his termination. Thus he did not fall in the category of the workman, entitled for protection, under the provisions of the Act. Therefore, I hold that the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

SHRI KULDIP SINGH, Presiding Officer

नई दिल्ली, 22 फरवरी, 2008

का.आ. 565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक न्यायालय सोलापुर के पंचाट (संदर्भ संख्या 1/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-08 को प्राप्त हुआ था।

[सं. एल-12025/1/2008-आई आर(बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.1/2004 of the Industrial Court, Solapur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 22-2-2008.

[No. L-12025/1/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE INDUSTRIAL COURT, MAHARASHTRA, SOLAPUR

Reference (IT) No. 1/2004 Exh No. O—

The Manager,
Syndicate Bank,
Main Branch, Solapur
West Mangalwar Peth, A/p—Solapur. ...First Party
Vs.

David Chandrayya Gudshellu
Age:43 Yrs; Occu: Unemployed,
R/o. B/313 HUDCO, Kumtha Naka.Second Party
A/p—Solapur.

**CORAM: RAVINDRA U. INGULE, MEMBER,
INDUSTRIAL COURT LATUR CAMP AT SOLAPUR**

Appearances:

Shri.B.S. Salgar, advocate for the first party.

Shri. R.G. Mhetras, advocate for the second party.

AWARD

(Delivered on 30-01-2008)

1. Heard Adv. Shri. R. G. Mhetras for the Second Party workman. By placing on the file a purshis at Exh. U-7 and making submission at the Bar, the Learned Advocate Shri. R. C. Mhetras brought to the notice of this tribunal, the desire of the Second party not to adjudicate upon the dispute referred to this tribunal, as the First party bank has assured the Second party workman to take him in its employment and further to make him permanent. Towards the same, the concerned Forms have been got filled in from the Second Party workman.

2. In view of Second Party's desire not to lead any evidence in the adjudication of the dispute, the Awards stands answered in the negative.

ORDER

i) The Ref (IT) 1/2004, stands answered in the negative.

ii) No order as to costs.

Sd/...

Place : Solapur RAVINDRA U. INGULE Member,
Date: 30-01-2008. Industrial Court, Mah. Latur,
Camp at Industrial Court, Solapur.

नई दिल्ली, 22 फरवरी, 2008

का.आ. 566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/45/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2008 को प्राप्त हुआ था।

[सं. एल-12012/188/2000-आई आर(बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 566.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.2/45/2001) of the Central Government Industrial Tribunal-cum-Labour Court No 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 22-2-2008.

[No. L-12012/188/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

PRESENT

A. A. LAD: PRESIDING OFFICER

Reference No. CGIT-2/45 of 2001

**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF BANK OF INDIA**

The Chief Regional Manager

Bank of India

Raigad Region

818, K. Tilak Road, Alibaug

Pin-402 201 (Maharashtra).

V/s.

THEIR WORKMEN

Mr. Motiram Chindu Patil,

Avakrua Phata

Post Kamarli Tal. Pen

Distt. Raigad-402 201

(Maharashtra)

APPEARANCES:—

FOR THE EMPLOYER: Mr. L.L.D'Souza Representative

FOR THE WORKMEN: Mr. A.N.Namjoshi Advocate

Mumbai, dated 1st January, 2008.

AWARD

The Government of India, Ministry of Labour by its Order No.L-12012/188/2000/IR (B-II) dated 28-3-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Bank of India, Alibaug in not regularising the employment of Mr. Motiram Chindu Patil, an Ex-Peon and in terminating his services w.e.f. 8-1-2000 is legal and justified? If not, what relief the workman concerned is entitled to?

2. Claim statement is filed by concerned workman at Ex-6 making out case that, he worked with first party on difference capacity from 1984 till January, 2000. He worked

as Sweeper, Sepoy and even he worked as a Clerk. He also worked as an inward and outward clerk. He was updating pass book making vouchers and doing all types of work of the permanent employees who were on leave. He was getting salary Rs.70 per day. He worked for more than 240 days in calendar year from 1984. Without any reason, work which he was doing was not provided to the concerned workmen w.e.f. 8-1-2000. So he approached the Manager who did not consider it so he approached the Assistant Labour Commissioner (C), Mumbai who called both parties and tried to settle dispute. As Assistant Labour Commissioner unable to settle the dispute of the concerned workman, and consider demand, decided to forward failure report to Government of India, Ministry of Labour & Employment. Said Ministry on 28-3-2001 in return sent reference to this Tribunal for adjudication on demand of the second party who pay to reinstate him with continuity of service and back wages.

3. This prayer is disputed by first party Bank by filing Written Statement at Ex-8 making out case that, though second party worked with first party, he worked as a casual labourer and was paid on day to day basis. He was not taken by Bank by following recruitment rules. There was no interview nor appointment order issued. He was working in the place of regular employee who was on leave. Though he worked for number of days as mentioned in para 6 of written statement from 1989 to 1999 he never worked for more than 240 days in each calendar year in above years. He was not paid salary of Sunday and holidays. He did not attend Bank on any Sundays. He was called when regular employee proceeded on leave and so he was doing all types of work for which he was called on duty. Even he was not listed in the list of the eligible employee for absorption. Since he did not work for more than 240 days in a year, he cannot take protection under Industrial Disputes Act and cannot demand permanency and re-employment. Since he was working on casual basis and attending work when called, question of termination does not arise. He was not called since work was not available with Bank. So it is submitted that, claim of second party be rejected.

4 In view of above pleadings my learned Predecessor framed issues at Ex-11 which I answer as follows:

Issues	Findings
(i) Whether Patil proves that he worked for more than 240 days continuously?	No.
(ii) Whether Patil proves that management have not complied with the provisions of Section 2 F of the Industrial Disputes Act?	Does not arise
(iii) Whether the management is justified in not regularising the employment of Mr. Patil	Yes.

- (iv) Whether the termination of services of Patil, Ex-Peon w.e.f. 8-1-2000 is legal and justified Does not arise.
- (v) What relief Patil is entitled to? Does not arise.

REASONS

Issue No.1:

5. Second party claimed that, he worked with first party Bank from 1984 to 2000 continuously without any break. He has given his working days in para 9 of his claim statement. He states that, since he worked for more than 240 days, he can seek protection and he cannot be terminated without following due process of law. Against that, first party contends that, second party never worked for more than 240 days in each calendar year, though he worked from 1984 to 1999. During the above period, he worked with bank as and when he was called. He was not working on every Sundays and Holidays. Payment was not given on Sundays and Holidays. Naturally that break required to count as not working day of the concerned workman.

6. To prove that, second party place reliance on his affidavit filed in lieu of examination-in-chief at Ex-16 and on evidence of his witness whose affidavit is filed at Ex-17. Second party workman narrated all story as stated above. In the cross he admits that, he was not given appointment order. He admits that, he worked in the absence of regular employee. He admits that, when peon or sweeper was absent, he was called by the Bank. He also admits that, he has no documentary evidence to show that, he worked with Bank as stated in affidavit. He also states that, he is not a member of union. The witness examined by him does not speak any thing about working of second party with Bank. Representative of first party submitted written arguments at Ex-23 which was replied by second party's advocate. In the written arguments first party place reliance on citation published in 2005 III CLR page 892 where Apex Court put burden on employee to show that, he worked not less than 240 days in any calendar year. Whereas second party's advocate place reliance on citation published in 2006 IV Supreme Court Cases page 1 which is a famous case on this point, took place between Secretary, State of Karnataka and others V/s Umadevi and Others. But I fail to understand in what way citation of Umadevi will help second party workman? It is not pointed out in what way the observations made by Apex Court will come into rescue of second party as prayed in the reference?

7. Point before us is that, whether second party worked 240 days continuously in each calendar year? Admittedly, second party worked from 1984 to 1999. The case made out by first party is that, since he was on daily wages, he did not attend work on Sundays and holidays coming in each month and that fact is not disputed by

second party and second party's advocate. So naturally, one has to exclude minimum four days in each calendar month and has to exclude the holidays coming in a year. Out of 365 days in a year definitely all Sundays and vacations required to deduct and after deducting it, working days in a calendar year cannot be more than 240 days. As observed by Apex Court while deciding case of Surendranagar District Panchayat V/s. Dahyabhai Amarsinh, burden is on the workman to show that he worked not less than 240 days in each calendar year. That burden is not discharged by concerned workman. Even he admits that, he has no evidence on that point. Bank has made out case in para 6 of its written statement where Bank says that, concerned workman worked 92 days in 1989 and 143 days in 1990, 171 days in 1991, 202 days in 1992 and so on. The details of working days are given of 1989 to 1999 which do not reveal that, in any year out of those, concerned workman worked more than 240 days. Bank does not admit that second party worked more than 240 days in each calendar year. Since said burden is not discharged by the concerned workman, I rely on the decision of Apex Court in case of Surendranagar District Panchayat and conclude that, second party failed to prove this issue in his favour. So I answer it in the negative.

Issue No 2 to 5:

8. It is case of the second party that, since he worked for more than 240 days in each calendar year, he seek protection and provision of Industrial Disputes Act comes into his rescue. Whereas case of first party is that, since he never worked for 240 days in any year, no question of protection arise and to give protection under provisions of Industrial Disputes Act Bank is not supposed to follow provisions of Industrial Disputes Act. He was not taken in employment by taking interview as per the recruitment rules nor posted as a regular employee.

9. Second party admits that, he was attending work of regular employee in his absence. He also admits that, he was paid daily wages. He has not proved that, he worked for more than 240 days in each year though he worked from 1984 to 1999. When that is the situation, question arises whether first party is supposed to follow the provisions of Section 25F of Industrial Disputes Act to ask concerned workman not to report on duty? Case of first party is that, since it has no work they did not call him and so question of following Section 25-F does not arise. The citation referred by the Representative of first party published in 1997 II CLR page 15 while deciding case of Himanshu Kumar Vidhyarthi & Ors V/s State of Bihar & Ors., Apex Court observed that, when there was no appointment, in that case question of following provisions of Section 25F does not arise. He also place reliance on citation published in 2006 (4) L.L.N. 757 where Apex Court while deciding case between Surendra Prasad Tewari V/s. Uttar Pradesh Rajya Krishi Utpadan Mandi Parishad & Ors. observed that, when employee is appointed without following

procedure of recruitment and though worked for years together cannot seek protection as permanent employee and cannot say that without following procedure or without following provisions of Section 25-F, he cannot be terminated. Even he place reliance on citation published in 2006 110 FLR 803 where Apex Court while deciding case between RBI V/s. Gopinath Sharma and Ors observed that, when employee engaged on basis of leave and day to day basis, such employee has no right to the post and his disengagement cannot be treated as arbitrary. When employee is appointed on day to day basis in that case, such employee cannot claim post in that establishment and if he is not called for work, said cannot be called as retrenchment or termination and cannot be challenged as decision taken arbitrarily. In this case it is argued that, employer has right to take decision against employee of this type. In the instant case, same thing happened as second party was not called since Bank was not having work. Since only because he was not called, it can be said that, he was retrenched or terminated. Not calling for work cannot be called arbitrary decision of the Bank. So in my consider view, second party cannot challenge the decision of 'not calling' by the Bank treating as arbitrary and defining it as a 'termination' or 'retrenchment' and drag bank to answer its decision. According to me second party was not appointed by calling interview or testing him with others. His caliber was not tested with other claimants Just he was called as and when Bank was in need of his work and without any protest concerned workman worked with Bank.

10. Besides, in the cross he admits that, now he is running his Chicken Centre at Vakrulwada. He also admits, he is attending bank to operate his savings bank account and depositing the income which he received from Chicken Centre. From this, it appears that he is happy with his business after leaving work of Bank by running Chicken Centre. He has not stated any thing about his bad financial position. He has not stated that, he is in need of job. He is not claiming that, he is not in gainful employment. On the contrary, his cross examination reveals that, he is running chicken centre and operating his account by depositing amount of said chicken centre. Definitely person operating his account and depositing earnings such person may be getting handsome amount from such business. Here second party admits that, he is running business of chicken centre and depositing his collection of the business in the Bank. He has nowhere stated that, he is in need of job and he is depending on it.

11. So if we consider all these, coupled with case made out by both, I conclude that, second party is not entitled to get any relief. So I answer these issues to that effect and passes following Order :

ORDER

Reference is rejected with no order as to cost.

Date : 01-01-2008

A. A. LAD, Presiding Officer

नई दिल्ली, 22 फरवरी, 2008

का.आ. 567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/1/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2008 को प्राप्त हुआ था।

[सं. एल-12011/108/2004-आई आर(बी-II)]

राजिन्द्र कुमार, डैस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 567.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/1/2005) of the Central Government Industrial Tribunal-cum-Labour Court No 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 22-2-2008.

[No. L-12011/108/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A.A.LAD: PRESIDING OFFICER

Reference No. CGIT-2/1 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT OF BANK OF INDIA

The General Manager
Bank of India
Mumbai South Zone
70-80, M.G. Road,
Fort Bank of India Building
Mumbai-400 023.

AND

THEIR WORKMEN

The General Secreatay
Bank of India Staff Union
Bank of India Building, Ground Floor
70-80, M.G. Road, Fort
Mumbai 400 023.

APPEARANCES:—

FOR THE EMPLOYER: Mr. L.L. D'Souza

Representative

FOR THE WORKMAN: Mr. P.D. Patel Advocate.

Mumbai, dated 10th January, 2008

AWARD PART-I

The Government of India, Ministry of Labour by its Order No.L-12011/108/2004/IR (B-II) dated 15-9-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India, Mumbai, South Zone, Mumbai in imposing the punishment of removal from service with superannuation benefits on Shri V.M. Parkhe w.e.f. 30-9-2002 is justified? If not, what relief the workman Shri V.M. Parkhe is entitled to?"

2. Claim statement is filed by General Secretary of the Bank of India Staff Union at Ex-6 making out case that concerned workman, Vasant Parkhe was permanent staff member of the Bank and served for 30 years with unblemished record. During the relevant time, he was working as Head Cashier.

3. Charge sheet was served on 10-12-2001 alleging that, he has not taken precaution while accepting cheques without indemnity and endorsement. As said cheques were duty drawback refunds issued to third party which were drawn on Reserve Bank of India, said cheques were accepted by the concerned workman by violating Bank's rules. Infact, enquiry was conducted by the Bank which was completed in haste and was farce. Bank and Inquiry Officer completed it just to remove the concerned workman from the employment. No Principles of Natural Justice was followed while conducting said enquiry. It is alleged that, findings of Inquiry Officer are perverse. Inquiry Officer did not consider the evidence properly and used discretion to terminate concerned workman from employment which is nothing but exercising power colourably. So it is submitted that, the enquiry be held not proper and findings perverse. It is also prayed that, punishment awarded of removal on the basis of enquiry be set aside with direction to Bank to take concerned workman in the employment with backwages and continuity of service.

4. This is objected by first party Bank by filing Written statement at Ex-7 accepting status of concerned workman as Head Cashier and his employment with Bank of 30 years. Bank has further made out case that, concerned workman had accepted 27 cheques of crossed A/c payee to the order totaling Rs. 1,79,53,833. Said cheques were accepted by the concerned workman issued by the custom authorities and were drawn on Reserve Bank of India on which Bank was to issue refund of duty drawn back to the concerned customer. The cheques accepted by the concerned workman were A/c payee cheques for large amount to 3rd party accounts. Said were accepted by concerned workman without obtaining indemnity from the account holders and the accounts in which the cheques were collected cannot be termed as accounts of valued customers of old standings

as those accounts were opened recently i.e. in 1997-98. Negligence was shown by the concerned workman by not taking care of it and as such, he was responsible for the loss of Bank. So charge of misconduct within meaning of clause 19.5 (j) of Bipartite Settlement was leveled against concerned workman leveling charge of "doing any act prejudicial to the interest of Bank or gross negligence involving or likely to involve the Bank in serious loss". It is further stated that, concerned workman was informed by memorandum dated 10-12-2001 that Inquiry Officer will be appointed as per Bipartite Settlement and enquiry will be conducted to which he can appear with his defence representative. He was also asked to submit his explanation on the charges. Bank produced evidence and produced witnesses. Even he was permitted to defend himself. Accordingly, enquiry was conducted where he was represented by Defence representative, Marathe. Both participated in the enquiry. Management examined one Mayekar who was cross examined by defence representative. Documents were produced by the Management, which were available for scrutiny of workman. After which Inquiry Officer recorded findings. He was invited to give his remarks on the proposed punishment where punishment of removal was confirmed. He was allowed to challenge said before Disciplinary Authority. He took chance of it. However Disciplinary authority was firm on the decision of removal of concerned workman and punished concerned workman accordingly. So it is case of the management that, since concerned workman found guilty of charges leveled against him, punishment of dismissal is just and proper and does not require to be interfered.

5. This written statement was replied by second party by filing rejoinder at Ex-8 making out same type of case as pleaded in the claim statement.

6. In view of above pleadings, following issues arise for determination which I answer against it.

Issues	Findings
i) Whether enquiry is fair and proper?	Yes.
ii) Whether findings perverse?	No.

Reasons

Issues 1 & 2

7. Concerned workman Shri Vasant Parkhe admits that, he served with first party as Head Cashier during the relevant time. Admittedly he accepted 27 cheques for clearance between :29-2-98 to 29-6-98. Admittedly said cheques were accepted without indemnity and without looking status of customer and verifying whether they are old standing customers or new customers. It is admitted fact that, those cheques were relating to customs authority issued by Reserve Bank of India.

8. The case of concerned workman is that, he was not responsible for not accepting the indemnity while accepting said cheques as he was not having knowledge of it or he was not aware of it. Whereas case of first party is that, he was supposed to accept the indemnity while accepting such cheques as cheques were of 3rd party A/c payee and were of new customers. It is also admitted fact that, charge sheet was served on concerned workman on 10-12-2001 and Inquiry Officer conducted enquiry. It is also admitted fact that, concerned workman participated in inquiry and took help of his representative, Shri Marathe. It is also admitted fact that, evidence was led by first party and opportunity was given to second party to lead evidence. On the point of enquiry if we read the cross examination of concerned workman from Ex-12, we find, he admits that, charge sheet was served on him dated 10-12-2001. He also admits that, opportunity was given to appear in the enquiry with the help of defence representative, Marathe. He admits that, witness examined by first party was offered for cross. He also admits that, he inspected the documents of the Bank. He also admits that, opportunity was given to him to lead evidence after evidence of first party. Even he admits that, opportunity was given to him to submit his written arguments after closing his evidence. He also admits that, Inquiry report was given to him with show cause notice on the point of punishment. He admits that, personal hearing was given on punishment and confirmation was given on punishment.

9. So this is the evidence of the first party on the point of enquiry which reveals that, full opportunity was given to the concerned workman. There is no any type of grievance of the second party to lead to conclude that, enquiry was not fair and proper. Even that type of case is not made out by the concerned workman while cross examining the management's witness whose cross examination is at Ex-14. The case of the second party put to the witness of first party was that, cheques which are valued more than 50,000 require two signatures including one signature of officer's. It is also tried to bring on record that, said cheques were not bearing two signatures. It is also case of the second party that, the circular in checking cheques while accepting those were not made known to him to which, witness of first party replied that said instructions are issued by various circulars and rules are there under Section 131 of Negotiable Instruments Act. It is case of the first party that, person working in the Bank is made known by such circulars which are circulated in what manner working of the Bank should be. He also states that, there is no procedure to take signature of all workers in token to presume that, workman have noted the instructions of the working of the Bank.

10. Besides, if we go through the copy of enquiry proceedings produced with Ex-11 we find, entire enquiry proceedings bear signature of concerned workman and his representative. There is no allegation of the concerned

workman that, no opportunity was given to him or documents on which Bank rely were not shown to him. On the contrary, cross examination by management's witness reveals that, documents were made available to concerned workman and his defence representative and cheques involved in that event, like ME-6A to ME-6L were made available for scrutiny by second party. Even documents like ME-6A, ME-6C, ME-6G, ME-6H, ME-6I, MV-6J, MV-6K, MV-6L all bear signature of concerned workman. Even management witness make out case that, ME-6B, ME-6D, ME-6E and ME-6F also bears signature of concerned workman to show that, he accepted those cheques. It is tried to argue by the second party's advocate in his written arguments (Ex-17) that, cheques were accepted by not only concerned workman but on all counters of the Bank. However there is no evidence brought on record by the concerned workman on that point. On the contrary evidence in the enquiry reveals that, said cheques were accepted by concerned workman only. It is allegation of first party that, without indemnity said cheques were accepted by second party since those cheques were 3rd party A/c payee. Besides those cheques were in favour of new account holders. Besides there was standing instruction that, in such cases cashiers should take indemnity of the concerned customer who is new one. In this case, it is proved by the Bank that, concerned cheques were accepted by Parkhe without such indemnity and that too of new customers who have open account recently which were supposed to give indemnity. Even findings given by Inquiry Officer from page 164-172 produced with Ex-11 reveals that, he discussed case of both. He discussed the documents referred. He also discussed the arguments made out in the enquiry by both and concluded that, concerned workman has not taken care which he was supposed to take. The evidence brought on record reveals that, concerned workman has accepted the A/c payee Cheques of large amount of 3rd party account without acquiring indemnity. Besides those, cheques accepted were of new customers and those were crossed cheques. The conclusion given by Inquiry Officer is on the basis of evidence placed before him. It also reveals that, all 27 cheques were infact duty drawback refund cheques and should not have been credited in 3rd party account. Still those were accepted by concerned workman without indemnity. Circular brought on record dated 16-12-1996 was pertaining to the instructions given to employees of the Bank by which such instructions were circulated. However evidence reveals that, said instructions were not followed. Besides, documents produced with ME-2A to ME-2E and G are the paying in slip of M/s. Vijay Trading Co. of various date shows that charge sheeted employee has accepted these silps with 20 cheques. Even evidence reveals that, 7 cheques produced from ME-4 to ME-4E A/c payee of M/s. Sainath Textile for the period of January-1998 to June-1998. It also reveals that, cheque no. 821917 crossed A/c payee and payable to order drawn on Reserve Bank of India, Mumbai for Rs. 31,000 in the

name of Mansingh Jijabai Chitole was collected from ME-1. It reveals that, said cheque was crossed A/c payee and also not bearing any endorsement on reverse side. Document produced with ME-2F is paying in slip which shows that, he has not accepted paying-in-slip alongwith said cheques which is worth Rs. 1,05,580 Similarly ME-5 to ME-5E drawn in name of Meenakshi Enterprises also reveals that, said were accepted blindly. Same is observed about ME-2F and ME-2G. The evidence reveals that, circular dated 16-12-96 issued by Zonal Manager to all branches give instructions to employees of the Bank in what way care required to be taken in such a case. So all these reveal that, fair opportunity was given to concerned workman in enquiry and there was evidence before inquiry Officer to conclude concerned workman guilty of the charges. So I conclude that, inquiry was fair and proper and findings not perverse. Accordingly, I answer above issues to that effect and pass following order:

ORDER

- (1) Inquiry is fair and proper
- (2) Findings not perverse.
- (3) Both parties to participate in the reference on quantum of punishment.

Date: 10-01-2008.

A. A. LAD Presiding Officer

नई दिल्ली, 22 फरवरी, 2008

का. आ. 568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लार्ड कृष्णा बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 277/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/02/08 को प्राप्त हुआ था।

[सं. एल-12012/136/1995-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 568.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 277/2006) of Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam as shown in the Annexure, in the Industrial dispute between the management of Lord Krishna Bank Ltd. and their workman, received by the Central Government on 22-02-2008.

[No. L-12012/136/1995-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. P. L. NORBETR, B.A., LL.B., Presiding Officer

(Monday the 22nd day of October, 2007/30th Aswina 1929)

I.D. 277/2006

(I. D. 10/96 of Labour Court, Ernakulam)

Workman : Sri. K. V. Antoo,
Karalippadan House,
Karippassery, Vattapparambu,
Kurumanery (via).
By Adv. Sri. M. R. Sudheendran.

Management : The Chairman,
M/s. Lord Krishna Bank Limited,
Regd. & Administrative Office,
Express House, Kaloar,
Kochi-682017.
By Adv. Sri. P. F. Thomas.

This case coming up for final hearing on 12-06-2007, this Tribunal-cum-Labour Court on 22-10-2007 passed the following.

AWARD

This reference is regarding correctness of the termination of the service of Shri K. V. Antoo.

2. Facts in a nutshell are as follows : The worker Shri K. V. Antoo was appointed in Lord Krishna Bank as Clerk on a temporary basis for a period of 12 weeks initially. He joined duty on 02-09-1993. Thereafter for another 83 days and 69 days he was appointed again on similar terms. Thereafter according to the worker he was instructed orally and he worked from 05-05-1994 to 25-10-1994. On 25-10-1994 his service was terminated. The termination is illegal. No notice or compensation was given. He was working against a permanent vacancy. He had worked continuously for more than 240 days prior to his termination. His juniors are still working. The worker is entitled to be reinstated.

3. According to the management the appointment was purely on temporary basis. Due to delay in completing regular recruitment process the worker was allowed to continue till 04-05-1994. Thereafter he has not worked. He worked only for 236 days. Meanwhile he had applied for regular recruitment and appeared for the written test conducted through IBPS, Bombay, an independent agency approved by Reserve Bank. But he failed in the test. Now he is trying to put the blame on the bank and raising untenable claims. The successful similar temporary employees were regularised in service. He is not entitled for any relief.

4. The points for consideration are :—

- (1) Has the claimant worked continuously for 240 days or more?
- (2) Whether his termination is legal?
- (3) To what reliefs he is entitled?

The evidence consists of WW1 and Exts. W-1 to W-11 on the side of worker and MW1 and Exts. M-1 to M-6 series on the side of Management.

5. Point No. 1 :—The facts admitted are that Shri K.V. Antoo was appointed temporarily for a period of 83 days initially and thereafter for 84 and 69 days after small breaks, that on 04-05-1994 he was relieved of his duties and that he had applied for regular recruitment to the post of Clerk, but failed in the test.

6. The dispute is regarding the length of service and the correctness of termination of service. According to the worker from 05-05-1994 to 25-10-1994 he had worked for 174 days on oral direction by the management. Thus altogether he claims to have worked continuously for 410 days. But bank denies the oral direction. According to Bank he had worked only on written appointment orders. Exts. W-2, W-6 and W-8 are appointment orders. Exts. W-4, W-7 and W-9 are relieving orders. Admittedly thereafter no written appointment orders were issued.

7. To substantiate the contention of the worker that even after 04-05-1994 he had worked he relies on Ext. W-10, a letter dated 04-05-1994 sent by the Managing and Development Department to the worker appreciating the deposit mobilization efforts of worker and exhorting him to continue the good work. According to the worker if the contention of management that he was discharged from service on 04-05-1994 were true, then there is meaning in issuing a letter like Ext. W-10. The appointment and termination of an employee is dealt with by the Personnel Department of the Bank. The appointment and relieving orders referred above reveal that it is in consideration of the past service of the worker that Ext. W-10 was issued by the Planning and Development Department. They need not be aware of the termination order issued on the same day by the personnel department. Therefore Ext. W-10 cannot be taken as an admission of the continued service of the worker in the bank. The worker contends that the date 14-05-1994 in Ext. W-10 is corrected as 04-05-1994. But MW1 does not admit it. Assuming that there is correction, yet a letter of appreciation issued by Planning Department appreciating the past work of an employee cannot take any other shade of meaning than good past service. Moreover Ext. W-10 is the original letter issued to the worker and produced by him.

8. The next contention of the worker is that the documents called for, if produced by management they would have revealed the continued service of the worker till 25-10-1994. By M.P. 212/97 five documents were called

for. Out of it Bank produced 2 documents, i.e., Acquittance Register and a report of deposit mobilization regarding one deposit. The other report is not produced. But MW1 has admitted that it was canvassed by worker, not as an employee of Bank, but in his personal capacity. The Acquittance Rolls show that after 04-05-1994 he has not worked. What was the mode of payment during the period from 05-05-1994 to 25-10-1994 is not disclosed by the worker. If it were through vouchers, they could be summoned. If it was credited in the account of worker, account details would show it. Though outward register despatching letter dated 14-05-1994 (04-05-1994) is not produced, a copy of a letter is produced. The purpose of outward register is to show that date of letter is corrected from 14-05-1994 to 04-05-1994. I have already mentioned that the correction of the date of letter is inconsequential because the letter is issued by another department, merely appreciating the past good service of the worker. The next documents called for are SB credit Slips, Current Deposit Slips and Cheques presented by customers for collection from 04-05-1994 to 25-10-1994 from Kottayam branch. MW1 stated that they are in voluminous bundles and it is not practical to produce them all. It is no doubt true that various kinds of slips for a period of 5 months must be too many and it is too difficult to trace out those slips and cheques containing the handwriting of one worker. The next document is the personal file of worker. The worker has not disclosed the purpose of the production of this file.

9. It is relevant to note that it is an admitted case of worker that he had worked after 04-05-1994 on oral direction and he was not allowed to mark attendance during this period. A banking institution cannot appoint any one orally and that too after having appointed the worker three times by written order. Moreover the appointment has to be made by personnel department and not by the Branch Manager. There is no record to show that he had worked and received remuneration during the disputed period of 174 days. Payment can be made only through records. The mode of payment is not disclosed by the worker and there is no evidence regarding payment.

10. The management has a case that the worker had joined a firm by name 'Digitronics', Ernakulam. Exts. M4 and M5 series are receipts signed by the worker in favour of 'Digitronics' and relate to the period 05-05-1994 to 25-10-1994. WW1 admits having signed Exts. M4 & M5 series by him for having received remuneration. According to him the receipts were blank at the time of signing and they were obtained by the then Personnel Manager of the Bank. He denied to have worked in "Digitronics". He is a post-graduate (M.A.) and knows the consequences of signing blank papers. Besides, the receipts except one, are stamped and he was signed over the stamps and that is admitted by him. He cannot now turn round and disown the receipts. How the bank came in possession of the receipts is a different question.

11. When the entire evidence and circumstances are read together it is amply clear that the alleged oral arrangement of service is not a convincing story and cannot happen in a banking institution especially in a clerical cadre or posts above that. The period of service as per records is only 236 days. Point is answered accordingly.

12. Points Nos. 2 & 3:—Shri K. V. Antoo was appointed only on temporary basis upto 04-05-1994 for a period of 236 days under three spells. Since he has not worked continuously for 240 days prior to his termination he is not entitled to the benefits of S.25 F and there is no violation of the said provision. So also it is not a retrenchment in view of S.2(00) (bb) of the Act. The worker has a contention that juniors to him are still working. No attempt is made to substantiate this contention and hence there is no violation of S.25 G of the Act. He was only a temporary employee appointed for specific periods. There is no violation of any of the provisions of I. D. Act. It follows therefore that the worker is not entitled for any relief.

In the result, an award is passed finding that the action of the Management, M/s. Lord Krishna Bank Limited in terminating the service of Shri K. V. Antoo, temporary Clerk is legal and justified. No cost.

Typed, corrected and passed by me on this the 22nd day of October, 2007.

P. L. NORBERT, Presiding Officer

Appendix

Witnesses for the Workman

WW1 - 23-01-2001 Shri K. V. Antoo.

Witnesses for the Management

MW1 - 07-08-2001 Shri K. O. Jose.

Exhibits for the workman

- W1 - 13-08-1993 Letter issued by the Chief Manager (Personnel) to the workman.
- W2 - 26-08-1993 Appointment Order issued to the workman.
- W3 - 26-08-1993 Pay Slips issued to the workman for September 1993.
- W4 - 12-11-1993 Relieving order issued by the Management to the workman.
- W5 - 11-10-1993 Transfer Order issued by the Management.
- W6 - 27-11-93 Photostat copy of appointment order issued to the workman.
- W7 - 12-02-94 Photostat copy of relieving order issued by the Management to the workman.
- W8 - 24-02-94 Photostat copy of appointment order issued to the workman.

- W9 - 16-04-94 Photostat copy of notice issued by the management to the workman.
- W-10 - 04-05-94 Photostat copy of letter issued by the Planning and Development Department of the Management to the workman.
- W-11 - 25-10-94 Photostat copy of representation submitted by the workman to the management.

Exhibits for the management

- M1 - 26-08-1993 Appointment letter issued to the workman by the management.
- M2 - 12-12-1992 Application along with bio-data submitted by the workman to the management.
- M3 - 13-08-1993 Copy of letter issued by the management to the workman.
- M4 - 04-06-1994 Stamped receipt signed by the workman towards the salary for the period from 05-05-1994 to 04-06-1994.
- M5 series (5nos.) Stamped receipts signed by the workman towards salary received.
- M6 series (4nos.) Copy of Attendance Register, Copy of Acquittance Register, Appointment letter and letter of acceptance.

नई दिल्ली, 22 फरवरी, 2008

का. आ. 569.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या 62/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/02/08 को प्राप्त हुआ था।

[सं. एल-12012/60/2006-आई आर (बी- 1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd February, 2008

S.O. 569.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2006) of Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam, as shown in the Annexure, in the Industrial dispute between the management of The Federal Bank Ltd., and their workmen, received by the Central Government on 22-02-2008.

[No. L-12012/60/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

Present: Shri. P. L. NORBET, B. A., LL.B., Presiding Officer

(Monday the 28th day of January, 2008/8th Magha 1929)

I.D. 62 OF 2006

Workman : Sri. Jossy Samuel,
 Kattarayil Puthenveedu,
 Kodumon P. O.,
 Pathanamthitta District,
 Kerala-691 555.

By Adv. Sri.C. Anil Kumar

Management: The Chairman-cum-Managing Director,
 The Federal Bank Ltd.,
 Head Office, Federal Towers,
 P.B.No.103, Aluva-683 101.
 By Adv.M/s. B.S. Krishnan Associates.

This case coming up for hearing on 24-01-2008, this Tribunal-cum-Labour Court on 28-01-2008 passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act 1947, The reference is:

“Whether the action of the management of the Federal Bank Limited with regard to their Kidangannur branch in terminating the services of Shri Jossy Samuel, Probationary bankman cum liftman w.e.f. 16-06-2005 is justified? If not, to what relief the workman concerned is entitled?”

2. The facts of the case in brief are as follow:—Shri. Jossy Samuel joined the service of the management bank at Kidangannur as bankman on 22.09.2004. The period of probation was 6 months. The probation period was extended by another 3 months. But before the end of that period he was terminated from service on the ground that his performance was not satisfactory.

3. According to the workman there was no complaint regarding his work from any quarter. He alleges that extension of probation for a period 3 months is due to personal grudge of some bank officials. His request for a transfer to another bank was rejected by the management. He had completed 240 days of continuous service and was entitled for compensation under section 25-F of Industrial Disputes Act.

4. According to the management during the initial period of probation his performance was not satisfactory. He was advised on several occasions to improve his overall performance. On 17-01-2005 a letter was issued to him

asking him to improve his performance. He did not improve during 6 months period of probation. Hence by letter dated 16-03-2005 probation was extended by 3 months. Still he did not improve. Hence by order dated 16-06-2005 his service was terminated giving one month's pay and allowance.

5. In the light of above contentions the only point that arises for consideration is:

“Is the termination a discharge simpliciter or mala fide?”

The evidence consists of the oral testimony of WW1 on the side of the workman and documentary evidence of Exts.M1 to M4 on the side of the management.

6. Point :—It is an admitted fact that the worker was appointed as a bankman on probation for a period of 6 months. Thereafter the probation was extended by 3 months. Ext.M1 is the appointment order dated 21-09-2004. He joined duty on 22-09-2004. By Ext.M2 letter dated 17-01-2005 he was asked to improve his performance. By Ext.M3 letter dated 16-03-2005 his probation was extended by 3 months w.e.f. 22-03-2005 and he was again asked to improve his performance. The worker (WW1) admits that he had received the above two letters. By Ext.M4 order dated 15-06-2005 his service was terminated on the ground that his performance was not satisfactory. He was given one month's pay and allowance in lieu of notice. He was not confirmed in service by any order during the period of about 9 months of probation. Clause 2 of appointment order stipulates that the probation period can be extended by the employer, and that on expiry of the period of probation if he is not confirmed in service, he will be treated to have been terminated from service. Clause 7 says that if his overall performance is not satisfactory during the period of probation or extended period of probation, his service is liable to be terminated at any time giving one month's notice or giving one month's pay and allowances in lieu of notice. The termination Ext.M4 is in terms of the appointment order and it is a termination simpliciter. The worker has an allegation in his rejoinder that the Branch Manager was nursing personal grudge against him which culminated in termination of his service. But that allegation remains merely in the realm of a bald statement of the worker and not attempted to be substantiated

7. It is held in Unit Trust of India Vs. T. Bijayakumar, (1993) 1 LLJ 240 (SC) that the purpose of placing a person on probation is to try him during the period of probation and to assess his suitability for the job concerned. It is settled that an order of discharge is not an order of punishment and therefore, there is no question of giving a hearing before termination of his service.

8. A constitutional Bench of the Hon'ble Supreme Court said in 'Shamsher Singh Vs. State of Punjab (1974) 2 LLJ 465 that the termination of the service of a probationer in the Government will not ordinarily and by itself, be a

punishment, because the Government servant so appointed, has no right to continue to hold such a post any more than a servant employed on probation by a private employer is entitled to do so. Such a termination is not a punishment. However if the right to hold the post exists under a contract of service, the situation would be different.

In LIC of India Vs. Raghavendra S. Kulkarni, (1998) 1LLN 56 (SC) it held that 'if' termination of probationer's service is in terms of the appointment letter, then it is not a retrenchment.

9. In view of the legal position enunciated in the above decision of Hon'ble Supreme Court, the termination of the service of the worker, after the initial period of the probation and before the end of the extended period of probation can be treated only as a discharge simpliciter and not tainted by malafides and does not amount to retrenchment under Section 2(oo) of Industrial Dispute Act.

In the result an award is passed finding that the action of the management in terminating the service of Sri. Jossy Samuel, Probationary bankman w.e.f. 16-06-2005 is legal and justified and he is not entitled for any relief. No cost.

Typed, corrected and passed by me on this the 28th day of January, 2008.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the workman

WW1 - 24-01-2008 Sri.Jossy Samuel

Witness for the Management

NIL

Exhibits for the workman

NIL

Exhibits for the management

M1	-	03.09.2004	Appointment order issued to Sri. Jossy Samuel.
M2	-	17.01.2005	Copy of letter issued to Sri.Jossy Samuel.
M3	-	16.03.2005	Copy of letter issued to Sri.Jossy Samuel.
M4	-	15.06.2005	Copy of order issued to Sri.Jossy Samuel.

नई दिल्ली, 25 फरवरी, 2008

का.आ. 570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, नई दिल्ली के पंचाट (संघर्ष संख्या आई. डी. सं. 127/2003, 122/2003, 123/2003,

124/2003 एवं 125/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-08 को प्राप्त हुआ था।

[(i) सं. एल-11012/18/2003-आई. आर. (एम)

(ii) सं. एल-11012/16/2003-आई. आर. (एम),

(iii) सं. एल-11012/14/2003-आई. आर. (एम),

(iv) सं. एल-11012/15/2003-आई. आर. (एम),

(v) सं. एल-11012/19/2003-आई. आर. (एम)]

एन.एस.बोरा. डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.I.D. Nos. 127/2003, 122/2003, 123/2003, 124/2003 & 125/2003) of the Central Government Industrial Tribunal/Labour Court No.2, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India New Delhi and their workman, which was received by the Central Government on 25-2-2008.

[File No. (i) L-11012/18/2003-IR (M),

(ii) L-11012/16/2003-IR (M),

(iii) L-11012/14/2003-IR (M),

(iv) L-11012/15/2003-IR (M),

(v) L-11012/19/2003-IR (M)]

N.S.BORA, Desk Officer

ANNEXURE

BEFOR THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II

Presiding Officer: R.N. RAI

I.D.NOs.127/2003, 122/2003, 123/2003, 124/2003 & 125/2003.

IN THE MATTER OF:

Sh. Vijay Pal & 4 Ors.,
S/o. Sh. Madan Lal,
Vill:Bagola, P.O.:Palam,
New Delhi

..... Claimants

VERSUS

The Chairman,
AAI, Rajiv Gandhi Bhawan,
New Delhi - 110037

..... Respondent

AWARD

The Ministry of Labour by its letter Nos. L 11012/ 18/ 2003-IR(M) CENTRAL GOVERNMENT DT. 21.08.2003, L-11012/16/2003 IR (M) CENTRAL GOVERNMENT DT. 21.08.2003, L-11012/14/2003 IR (M) CENTRAL GOVERNMENT DT. 21.08.2003, L 11012/15/2003 IR(M) CENTRAL GOVERNMENT DT.21.08.2003, L-11012/19/ 2003 IR(M) CENTRAL GOVERNMENT DT. 18.08.2003 has referred the following point for adjudication.

The points run as hereunder:

"Whether the demand of the Shri Vijay Pal, S/o. Shri Madal Lal, Ex. Contract Workman under Airport Authority of India, New Delhi for reinstatement is justified? If yes, to what relief the workman is entitled."

Whether the demand of Shri Rajeev Kamal, S/o. Shri Ram Karan, Ex. Contract workman under Airport Authority of India, New Delhi for reinstatement is justified? If yes, to what relief the workman is entitled"

"Whether the demand of Shri Narender Kumar, S/o Shri Ram Kumar, Ex. Contract workman of contractor under Airport Authority of India, New Delhi for reinstatement is justified? If yes, to what relief the workman is entitled."

"Whether the demand of Shri Satya Prakash, S/o. Shri Roop Singh, Ex. Contract workman of contractor under Airport Authority of India, New Delhi for reinstatement is justified? If yes, to what relief the workman is entitled."

"Whether the demand of Shri Ashok Kumar, S/o. Shri Mohan Lal, Ex. Contract workman under Airport Authority of India, New Delhi for reinstatement is justified? If yes, to what relief the workman is entitled."

I.D.Nos.127/2003, 122/2003, 123/2003, 124/2003 and 125/2003 involve common dispute. These are connected cases and they can be adjudicated by common award. The grounds of all the cases mentioned above are the same. So all the above mentioned cases are taken up together.

The workmen applicants have filed claim statement. In the claim statement it has been stated that the workmen joined Airport Authority of India as contract labour in 1995 under the contract employment of M/s. M.R. Enterprises.

That the workmen worked in the post of Operator at the Electrical Installation in Cargo Complex, IGI Airport, New Delhi of the management and carried out routine maintenance and operation of fire hydrant system at Export, Import and Disposal Unit. That the contract with M/s. M.R. Enterprises came to an end in September, 1999 and a new contract was awarded to M/s. S.E.S. Engineers from 01-10-1999 for a period of one year. The management has subsequently renewed this contract time and again. Meanwhile the gate passes of the workmen was retained and kept in safe custody by the management.

That the new contract was awarded to M/ s. S.R.S. Engineers on the terms and conditions that the few workmen namely Virender Kumar, Narender Kumar, Vijay Pal, Satya Prakash, Ashok Kumar and Rajeev Kamal should be retained by the new contractor M/s. S.R.S Engineers acceded to this condition. This condition was published in the tender notice under which M/s. S.R.S. Engineers was awarded contract vide order reference No. AAD/AMED 111/CGO/ 1021/99/1331-39 DATED 30-09-1999.

That the workmen used to operate the main pump, jockey pump and engine in the pump house and made entries in the Pump House Log Book and Electricity

Consumption Register of the management. The Log Book and Register were duly signed by the workmen. The aforesaid was also treated as the Attendance Register of the workmen. Junior Engineer, Nalini Bajaj used to cross check the aforesaid Log Book and Register and then sign it.

That one day when the workmen reported for duty the workmen were stopped from entering the premises by saying "AAB HAMEY AAP KI JAROORAT NAHIN HAI. DOOSRE AADMI RAKHEY JAYENGE" the workmen were removed/ terminated from the services in March, 2002, without any prior notice. The said removal/termination was without any rhyme and reason.

That the workmen were working with the management for the last more than 6 years and the removal/ termination of the workmen from the job is arbitrary, illegal, unlawful, unjustified and against the provisions of law and principles of natural justice.

That the workman have performed and discharged their duties sincerely with utmost dedication and honesty for a continuous period of more than 6 years and there has been no complaint against them from any corner. That it is a matter of great astonishment that inspite of the constant and ordinate services of the workmen, the management terminated the services of the workmen in March, 2002.

That there exists an employer-employee relationship between the workmen and the management. That the workmen were working under the direct supervision and control of the management. The work performed by the workman were assigned by the management. That the workmen used to work within the premises of the management.

That the workmen were working against a regular and permanent post. That the work performed is of perennial nature. It is submitted that the job/post on which the workmen were working still exists and even fresh appointment has been made against the said post. It is further submitted that the work of routine maintenance and operation of fire hydrant system at Export, Import and Disposal Unit is one of the core/main work of the management. Contracting out the said work is in violation of the provisions of law.

That the management is taking the work directly from the workmen, yet the artificial plug in the form of contractor has been introduced by the management which is only to deprive the workmen of their valuable right of job continuity, job security and consequential free, fair and conducive condition that contribute to the growth of healthy workmen.

That the management is the "Principal Employer" and the management has created a sham contract to deprive the workmen of regular and permanent status. That this illegal system of employment through contractor has resulted in exploitation of worst kind as regard to the

workmen which was contemplated by the Legislature at the time of passing the Contract Labour (R & A) Act, 1970.

That neither the contractor has a certificate as required under Section 12 of the CLRA Act, 1970 nor the management has a certificate under Section 7 of the CLRA Act, 1970. There are catena of judgments of Hon'ble Supreme Court and High Courts stating that if the contractor does not has a valid certificate as required under Section 12 of the CLRA Act, 1970 then the employees of the contractor will be deemed as employees of the Principal Employer.

Assuming though not admitting even if the workman are the employees of the contractor then also in view of the Hon'ble Supreme Court and High Courts judgments the workmen are deemed to be the employee of the management because the contractor does not possess a valid certificate under Section 12 of the CLRA Act, 1970.

That the workmen were not paid equal pay as compared to the permanent employees though the workmen were doing the same kind of work as done by the permanent employees. That the action of the management is violative of Articles 14 and 16 of the Constitution of India.

That it is pertinent to note that the Central Advisory Contract Labour Board vide its recommendation dated 20-7-1999 has also advised for abolition of contract system in the activity of day-to-day maintenance and operation of all fire fighting equipments.

That the workmen are unemployed since the date of their termination and are facing a lot of hardship.

The management has filed written statement. In the written statement it has been stated that the claim is liable to be dismissed for non-joinder of necessary parties. It is submitted that the workmen were admittedly working on contract basis under various contractors and, therefore, ought to have made them necessary parties in the present case.

That the workmen have no locus-standi to file the present case against the answering respondent and grievance, if any, are to be taken up against his respective contractor under whom they were working.

That the workmen have withheld relevant information from this Hon'ble Tribunal. It has not been stated that the allotment of the contract was by due advertisement and tender and that subtle submission that he has been continuously employed is incorrect since the contract has been awarded from time to time to various qualifiers who file tender. It is submitted that there is no privity of contract between the workmen and the respondent under the terms of the contract awarded.

That it is well settled law as ruled by the Constitution Bench of the Supreme Court in Steel Authority of India Limited Vs. National Union Water Front Workers that on

abolition or prohibition of contract labour under Section 10 of the CLRA Act, 1970 the workers engaged through the contractor will not automatically become the employees of the Principal Employer. The detailed reasons afforded by the Hon'ble Court while delivering the said judgment are not repeated here for the sake of brevity and may form part of the present reply and may be allowed to be referred as and when the need arises.

That without prejudice to the contentions of the Respondent, it may be stated that the workmen do not possess the requisite minimum qualifications prescribed by the respondent for the post in question i.e. Pass III in Mechanical/Electrical Trade and as such cannot be considered for regularization.

It is wrong and denied that the workmen joined respondent in 1995 as alleged or otherwise. On the other hand, the workmen remained under contract under the contractor namely M/s. S.R.S. Engineers till October, 1999 and worked under M/s. S.R.S. Engineers from October, 1999 till 31st March, 2002.

It is denied that the respondent has subsequently renewed contract time and again. It is submitted that the workmen remained under the contractor namely M/s. M.R. Enterprises till October, 1999 and worked under M/s. S.R.S. Engineers from October, 1999 till 31st March, 2002 and thereafter ceased to be working under any contractor or otherwise. It is further submitted that the relevant entry pass issued by the respondent to the workmen were issued for security reasons and remained valid for a certain period when the workmen remained under the roll of his respective contractor upon their recommendation and after the expiry of the said validity period the same became liable to be returned to the Security Department.

It is wrong and denied that the alleged terms and conditions that the few workmen namely Virender Kumar, Narender Kumar, Vijay Pal, Satya Parkash, Ashok Kumar and Rajeev Kamal should be retained by the new contractor M/s. S.R.S. Engineers who acceded to this condition as alleged or otherwise. On the other hand, their names were mentioned in the tender and award letter in question because inter alia the workman filed petition in the Hon'ble High Court of Delhi (CW No. 5612 of 1997) and interim order not to terminate services of the petitioner during the pendency of the petition came to be passed in their favour. The petition was finally dismissed vide judgment dated 22-09-2001.

It is wrong and denied that the alleged Log Book and Register were duly signed by the workmen and the same was also treated as the Attendance Register of the workmen as alleged or otherwise.

It is wrong, misconceived and denied that the workmen were removed/terminated from the alleged services in March, 2002 without any prior notice as

alleged or otherwise.

It is wrong and denied that the workmen were working with the management for the last more than 6 years and the alleged removal/termination of the workmen from the job is illegal, arbitrary, unlawful, unjustified and against the provisions of law and principles of natural justice as alleged or otherwise.

The workmen may be put to strict proof that the workmen have performed and discharged their duties sincerely with utmost dedication and honesty for a continuous period of more than 6 years and there has been no complaint against him from any corner. It is wrong and denied that the management terminated the services of the workmen in March, 2002 as alleged or otherwise.

It is wrong and denied that there exists an employer-employee relationship between the workmen and the management and it is also wrong and denied that the workmen were working under the direct supervision and control of the management as alleged or otherwise. It is wrong and denied that the work performed by the workmen were assigned by the management.

It is wrong and denied that the workmen were working against a regular and permanent post as alleged or otherwise. It is wrong and denied that the work performed is of perennial nature as alleged or otherwise. It is wrong and denied that the job/post on which the workmen were working still exists and even fresh appointment has been made against the said post as alleged or otherwise. It is also denied that the work of routine maintenance and operation of the hydrant system at Export, Import and Disposal unit is one of the core/main work of the management and contracting out the said work is in violation of the provisions of law as alleged or otherwise.

It is wrong and denied that the management is taking the work directly from the workmen and the alleged artificial plug in the form of contractor has been introduced by the management to deprive the workmen of their alleged valuable right of job continuity, job security and alleged consequential free, fair and conducive condition that contribute to the alleged growth of healthy workmen as alleged or otherwise.

It is wrong and denied that the management is the principal employer and the management has created a sham contract to deprive the workmen of regular and permanent status as alleged or otherwise. It is wrong and denied that there has been any illegal system of employment adopted by the management as alleged or otherwise as alleged in the para under reply.

It is submitted that the respondent is registered under sub-clause (2) of Section 7 of the CLRA Act, 1970.

The workmen-applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written

statement.

Evidence of both the parties has been taken.

Heard argument from the side of the management. None turned up for argument from the side of the workmen on 28-1-2008, 31-1-2008 and till today and perused the papers on the record.

The case of the workmen is that they joined AAI as contract labour in the year 1995 and worked up to March, 2002 under different contractors. They worked in the post of Operator at Electrical Installation in Cargo Complex, IGI Airport for the management and carried out routine maintenance and operation of Fire Hydrant System at Export, Import and Disposal Unit. They worked under the contractors M/s. M.R. Enterprises and M/s. S.R.S. Engineers.

The Log Book and Register were duly signed by the workmen. It was treated as the attendance register of the workmen. The Jr. Engineer, Nalini Bajaj used to cross check the Log Book and Register. There is master and servant relationship between the management and the workmen.

They worked under the direct control and supervision of the management against regular and permanent posts. The work performed by them is of perennial nature.

The management took work from the workmen directly and introduced the contract as an artificial plug to deprive the workmen of their valuable rights of job continuity and job security. The contract is sham and ruse. The Central Advisory Board recommended abolition of contract system in the activity of day to day maintenance of all Fire Fighting Equipments.

It was submitted from the side of the management that the workmen were the contractor's workmen. There is no privity of contract between the workmen and the respondents. The contract workmen cannot automatically become the employees of the principal employer.

It was further submitted that the workmen worked as contractor's men. The entry passes were issued for security reasons. The contractor removed the workmen in March, 2002. The workmen have not worked under the direct control and supervision of the management. The job performed by the workmen is not of perennial nature. The contract is awarded to the contractors for maintenance of Fire Fighting System. The contractors M/s. SRS Engineers and M/s. MR Enterprises engaged the workmen. They deputed them for the duties to be performed by the management. They worked under the control and supervision of the contractors all along. The contractors made payment of their wages to them. The contractors assigned them duties.

The management is registered under sub-clause 2 of section 7 of the CLRA Act, 1970 for engaging contractors.

The workmen in the claim statements have

specifically mentioned that they joined the AAI in 1995 under the contractors. So the initial engagement of the workmen was through contractors.

The substantial question is whether the respondent was their master and they worked under the control and supervision of the respondent.

WW1 has admitted in his cross-examination as under:—

"I have joined the management as Pump Operator. The contractor through whom I was employed was M/s. MR Enterprises in 1996. I worked under M/s. MR Enterprises as Pump Operator till 1999. Subsequently I worked as a Pump Operator under the contractor M/s. SRS Engineers. I worked under the said contractor till March, 2002. I was paid my salary and benefits like PF and bonus through the said contractor. I do not know that my services were engaged by the management through the contractor under the Contract Labour (Regulation & Abolition) Act, 1970."

This witness has admitted that he worked under M/s. MR Enterprises as Pump Operator till 1999 subsequently he worked as Pump Operator under the contractor M/s. SRS Engineers.

He has further admitted that he worked under the said contractors up to March, 2002. His salary and benefits like PF and bonus were paid by the contractor. He has expressed his unawareness whether he was engaged by the management through contractor.

It is quite obvious from the admission of the above said witness that the contractors engaged the workmen and they worked under the contractors.

This witness has further admitted in his cross-examination as under:—

"I used to report to the contractor about my leave as and when I have to take leave. My duty used to be in shifts and I used to work in the Apron Side of the Cargo Department of the management. I used to be instructed under which shift I have to work by the management. There used to be duty roster maintained by the management."

This witness in his cross-examination has admitted that he has to report to the contractor about his leave as and when he has to take leave. He performed his duties in shifts.

This witness has also admitted that he has not been issued any letter of appointment by the contractor. MW1 has stated in his cross-examination as under:—

"It is correct to suggest that workers were working under the contractor only for name sake. It is correct to suggest that they were working under the control and supervision of the management. They used to sign in the attendance register maintained by the contractor. The contractor used to pay salary and other allowances to the workers. The management contacts the contractors

whenever there is any breakdown in the normal operations of the fire fighting pump.

It was submitted that the management witness has admitted that the workmen worked under the control and supervision of the management and the contractor was only for names sake.

It was submitted from the side of the management that there is mistake in recording the evidence of the management witness at the place "incorrect" "correct" has been written by mistake. The workmen themselves have admitted that they worked under the control and supervision of the contractor.

The contention of the management appears to be true. The management witness has been cross-examined by the Court and he has stated that Mr. Mahinder the Supervisor of the contractor used to remain on day duty. Mr. Mahinder was supervisor of the contractor who is used to remain on day duty and not during shift hours. The management witness has disclosed the name of the supervisor who supervised the work of these workmen. So it becomes quite obvious that Mr. Mahinder supervised the work of these workmen and the workmen worked under the control and supervision of the contractor. The workman witness has admitted that he was engaged by the contractor. He worked under the contractor and he has received PF etc. due from the contractor and the contractor sanctioned him leave. The management witness has stated that Mr. Mahinder supervised the work of these workmen. In the circumstances the workmen worked under the supervision and control of the contractor.

It was further submitted that the contractor's workmen will become the workmen of the principal employer if they worked under the control and supervision of the management.

In Pollock's Law of Torts, (Pages 62 & 63 of the Pollock on Torts, 15th Edn.) the distinction has thus been brought out:

"A master is one who not only prescribes to the workman the end of his work, but directs of at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his workAn independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand....."

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under:-

"What then, is the test of this distinction between a servant and an independent contractor? The test is the existence of the right of control over the agent in respect

of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The workman have been engaged through contractors. The burden of proving that they worked under the control and supervision of the management is on the workmen. They have to discharge initial burden. They have not filed any cogent documentary evidence to establish that the work was assigned to the workmen by the management and they worked under the control and guidance of the management. They have filed affidavit regarding the fact no doubt but their affidavits are self serving.

The management has denied that they worked under the control and guidance of the management. The workmen in the circumstances have to prove by cogent documentary evidence that the management was their master and the management decided what is to be done and how it is to be done.

It becomes obvious from the observations reproduced above that the master prescribed to the workmen the end of his work and retains the power of controlling the work.

In the instant case Mr. Mahinder supervised the work of the workmen and directed them how to perform the work.

The distinction between a servant and an independent contractor has been indicated in Salmond's Treatise on the Law of Torts above.

From the above observations it becomes quite obvious that right of control over the workmen in respect of the manner in which the work is to be done is very much material.

The workmen have to prove that the management decided what is to be done and how it is to be done. The workmen have not filed any documents to establish that duties to the workmen were assigned by the management and they worked under the control and supervision of the management. The workmen witness has admitted that he worked under the contractor and leave to them was sanctioned by the contractor.

The test regarding independent contractor and intermediaries have been laid down in Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode ((AIR 1978 SC 1410 (3 Judges))) "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that

other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment.

In the instant case the entire payment has been made to the workmen by the contractor and WWI has admitted. It has been further held in Steel Authority of India's case as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contract is a mere camouflage as in Hussainabhai Calicut's case (supra) and in Indian Petrochemical Corporation's case (supra) etc; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

It was submitted from the side of the management that the operation of Fire Fighting System at Export and Import and disposal unit is awarded to the contractors after floating tenders. The entire work of Fire Fighting System is undertaken by the contractors and they engage their own men and control operation of fire fighting system. The workmen were engaged by the contractors on the post of Operator and contractor assigned them duties to operate Main Pump, Zakai Pump and Engine in the pump house and made entries in the pump house log book. Entries in the log book were made by the workmen for the sake of payment. WWI has admitted that the workmen were engaged by the contractor. They worked under the contractor and they were economically controlled by the contractor. They received all the payments from the contractors.

In the circumstances the contractor is their master and contract is not sham. There is no employer-employee relationship between the management and the workmen. The workmen are contractor's men. There is no question of reinstatement since the workmen were neither employed by the management nor their services were terminated by the management.

The references are replied thus :—

"The demand of the Shri Vijay Pal, S/o. Shri Madan Lal, Ex. Contract Workman under Airport Authority of India, New Delhi for reinstatement is not justified."

The demand of Shri Rajeev Kamal, S/o. Shri Ram Karan, Ex. contract workman under Airport Authority of India, New Delhi for reinstatement is not justified."

"The demand of Shri Narender Kumar, S/o. Shri Ram Kumar, Ex. Contract workman of contractor under Airport Authority of India, New Delhi for reinstatement is not justified."

"The demand of Shri Satya Prakash, S/o. Shri Roop Singh, Ex. Contract workman of contractor under Airport Authority of India, New Delhi for reinstatement is not justified."

"The demand of Shri Ashok Kumar, S/o. Shri Mohan Lal, Ex. Contract workman under Airport Authority of India, New Delhi for reinstatement is not justified."

The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

Dated : 13-02-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का.आ. 571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट एवं सेन्ट्रल वेयर हाऊसिंग कॉर्पोरेशन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/98/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-08 को प्राप्त हुआ था।

[सं. एल-31011/16/1999-आई आर(एम)]

एन.एस.बोरा, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/98/2001) of the Central Government Industrial Tribunal/Labour Court No.2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawaharlal Nehru Port Trust & Central Warehousing Corporation and their workman, which was received by the Central Government on 25-2-2008.

[File No. L-31011/16/1999-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- No. 2, MUMBAI PRESENT

A.A. LAD, Presiding Officer

Reference No. CGIT-2/98/of 2001

Employers in relation to the management of

(1) Jawaharlal Nehru Port Trust

(2) Central Warehousing Corporation

(1) The Chief Manager (Admn.) & Secretary, Jawaharlal Nehru Port Trust Admn. Bulding, Nhava -Sheva Navi Mumbai-400 707.

(2) The Regional Manager Central Warehousing Corporation Container Freight Station Jawaharlal Nehru Port Trust Navi Mumbai 400 707.

V/s.

THERE WORKMAN

The General Secretary,

Nhava Sheva Port & General Workers Union Port Trust Kamgar Sadan

Nawab Tank Road, Mazgaon

Mumbai 400010.

APPEARANCES:—

For the Employers (1) : Mr. L.L.D' Souza
Representative

(2) : M.S.I. Shah Advocate

For the Workman : Mr. J.H. Sawant
Representative

Mumbai, dated 25th January, 2008.

AWARD

The Government of India, Ministry of Labour by its Order No. L-31011/16/99/ IR (M) dated 02-08-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of J.N.P.T. Nhava Sheva, in not regularising the services of 38 contract workman (List enclosed) is legal and justified? If not, to what relief the workman concerned are entitled to?"

(List)

Sr. No.	Name
1.	S/Shri S.M. Patil
2.	Amrut M. Thakur
3.	Prakash N. Tandel
4.	Chandrakant R. Tandel
5.	Janardan D. Mhatre
6.	Jawahar R. Kadu
7.	Balaram J. Mhatre
8.	Damodar B. Thakur
9.	Shantaram P. Mhatre
10.	Vasu S. Gharat
11.	Smt. Devta G. Kadu
12.	Shri Balaram R. Jadhav
13.	Yashwant P. Mohite

Sr. No.	Name	V/s
14. Balaram P. Kadu		Their workmen represented by Nhava Sheva Port & General Workers Union : Second Party
15. Parshuram K. Tandel		Application for disposal of the Reference for want of prosecution.
16. Smt. Lalita V. Kadu		
17. S/Shri Chandrakant J. Mhatre		May it Please Your Honour
18. Arun H. Tandel		The workmen represented by Nhava Sheva Port and General Workers Union are not interested in pursuing the reference and pray for disposal of the Reference for want of prosecution.
19. Balkrishna K. Kadu		MUMBAI
20. Hiraji Soma Tandel		Date: 25-01-08
21. Baburao G. Tandel		
22. Pandurang S. Kadu		
23. Damu Hari Tandel		
24. Laxman H. Patil		Sd/-
25. Harku G. Mhatre		[Jaiprakash Sawant] Representative
26. Gajanan C. Mhatre		Seen.
27. Laxman C. Mhatre		Sd/-
28. Dyaneshwar H. Mhatre		Presiding Officer
29. Damodar N. Mhatre		25-1-08
30. Majoj D. Tandel		Say of JNPT
31. Eknath K. Patil		Award may kindly be passed accordingly.
32. Goapk Udarya Thakur		Sd/-
33. Dinesh. G. Kadu		for JNPT
34. Smt. Ramabai J. Tandel		25-1-2008
35. Smt. Sonabai B. Kadu		NOC
36. Smt. Manda V. Kadu		Sd/-
37. Shri Balaram P. Tandel		25-1-08
38. Smt. Laxmi D. Tandel		

2. Claim statement is filed by the Vice President, Nhava Sheva Port and General Workers Union for workman at Ex-7. It was replied by first party by filing written statement at Ex-10. Issues were framed at Ex-11 and reference was posted for recording evidence.

3. Meanwhile, both parties requested to keep matter for consideration in Lok -Adalat. In Lok-Adalat, by pursing Ex-26, they agreed to dispute of this reference. Hence the order :

ORDER

Vide Exhibit-26, reference is disposed of in Lok-Adalat.

Date: 25-01-2008

Sd/-

A. A. LAD, Presiding Officer

Ex-26

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Reference No. CGIT-2/98 of 2001

Employers in relation to the management of Jawaharlal Nehru Port Trust : First Party

नई दिल्ली, 25 फरवरी, 2008
का.आ. 572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 108/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-08 को प्राप्त हुआ था।

[फा. सं. एल-30012/47/2000-आई आर(एम)]

एन.एस.बोरा, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.108/2000) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corpn. Ltd. and their workman, which was received by the Central Government on 25-2-2008.

[F. No. L-30012/47/2000-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
PRESENT

SHRI NAGENDER KUMAR, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 108 of 2008

Parties : Employers in relation to the management of Hindustan Petroleum Bhagalpur and their workman.

APPEARANCES:

On behalf of the workman : Mr. D. Mukherjee, Advocate & Mr. K. Chakravorty Advocate.

On behalf of the employers : Mr. B. M. Prasad, Advocate.

State: Jharkhand Industry: petroleum

Dhanbad, the 4th February, 2008

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-30012/47/2000/IR (M) dated, the 11th September, 2000.

SCHEDULE

“Whether Shri Vijay Kumar Mandal has worked with the management of Hindustan Petroleum Corporation Ltd., Bhagalpur Depot, as a Class IV employee w. e. f. 23-9-91 to 2-7-1997? If so, whether the action of the management of Hindustan Petroleum Corporation Ltd. in terminating the services of Shri Vijay Kumar Mandal w. e. f. 2-7-97 is justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman Vijay Kumar Mandal in short as disclosed from the Written Statement is that he was originally appointed by the management of Hindustan Petroleum Corporation Ltd. on 23-9-91 against permanent vacancy in the permanent nature of job. He worked continuously and was put more than 240 days attendance in each calendar year. The anti-labour management with malafide intention to victimise the concerned workman did not issue appointment letter and statutory document regarding engagement of the concerned workman were not maintained. The concerned workman was working on regular job and management was paying him wages @ Rs. 250/- P. M. and subsequently @ Rs. 300/- P. M. though he was entitled for regular pay scale and equal pay for performing equal nature of job. The Hindustan Petroleum Corporation had opened a depot

on 15-8-91 and the concerned workman was appointed as a Peon on 23-9-91. Daily attendance register of the concerned workman was maintained and he worked in the depot from 7.30 A.M. to 5.30 P.M. and he received his wages through voucher. He requested the management in writing for issue of the appointment letter for prescribed wages and other facilities on 5-1-94. But the management did not take any action about his demand and no reply to the notice dt. 5-1-94 was given by the management. In the year 1996 the management asked the petitioner to sign on some papers on the ground of regularisation. The concerned workman put his signature without knowing and without going through the document. The concerned workman did work as per direction of the management like Bank work, cleaning the depot managing the drinking water etc. continuously for 5 years and 10 months but the management terminated the job of the concerned workman on 2-7-97 without any prior notice or information and/or without holding any domestic enquiry. The action of the management is illegal void ab initio for non-compliance of the mandatory provision of Section 9A of the I.D. Act, 1947. The concerned workman had not committed any misconduct during the length of service. At the time of his termination his salary was fixed @ Rs. 300 per month. Even the management had not paid the salary according to minimum wages Act and other benefits provided in law. The depot Incharge himself does the contract in the name of workman Vijay Kumar Mandal and takes all the benefits of contract. The concerned workman has no knowledge or information about the contract. The concerned workman was in dark and in good faith on several times signed on the printed English form contract as per direction of the depot Incharge. The concerned workman after termination of his service had filed a writ petition bearing No. CWJC 8055/97 before the Hon'ble High Court, Patna. The concerned workman had raised the dispute before the LEO(C), Bhagalpur which was subsequently placed before the ALC(C), Patna. However the said conciliation proceeding failed and there was reference by the Government of India. The concerned workman has prayed to answer the reference in favour of the concerned workman directing the management to reinstate him with full back wages and other attendant benefits.

3. On the other hand management has filed W. S. cum-rejoinder stating therein that the reference is not maintainable and the same is liable to be dismissed in limine. The reference is vague and thus null and void on this count. The sponsoring union has no locus standi and the concerned person is not member of the union. The reference is an abuse of the process of law. The W. S. filed on behalf of the concerned workman is full of misleading averments. Shri Vijay Kumar Mandal has neither been appointed by the corporation as a Peon nor was in the Pay Roll of the corporation at any point of time. The Hindustan Petroleum Corporation, the respondent corporation is a Govt. of

India, undertaking and has its own approved recruitment policy, eligibility norms, guidelines etc. The recruitment is done only after conducting the written aptitude test, and the person qualified has to appear for medical fitness test before taking up employment with the organisation. All appointments are made only after complying with the laid down/established eligibility norms and procedure. Each approved position has its qualifications and age limits and all the non-management positions are required to be notified to the local employment exchange. Shri V. K. Mandal has neither gone through the procedure nor he was offered any appointment in the corporation. It has further been stated that Shri V. K. Mandal was engaged as a contractor handling petty/sundry jobs like depositing cheques in the Bank cleaning of the Plant areas etc. for payment of Rs.300 per month. The job was petty in nature and require 2 to 3 hours a day and the value of total jobs is less than Rs.5000/- for which tendering procedure is not required. Shri V. K. Mandal was engaged on the job upto 1996 intermittently and whenever required he was paid a lump sum amount of Rs.300 through receipt of cash disbursement as a small contractor. The employees of the organisation get their salary by mechanised payroll system after completing Income Tax Provision and other statutory deductions. The applicant V. K. Mandal was a contractor, hence his payment was made through a voucher like any other payment made to the outsider. There is no post of Peon in the Bhagalpur depot of respondent organisation since its inception. The appointing authority for non-management position in the zone is the Zonal Manager, Zone. Accordingly question of engaging Shri V. K. Mandal as a Peon by the depot without proper and clear vacancy does not arise. Shri V. K. Mandal was engaged only as a contractor for undertaking certain petty sundry jobs. In the year 1996 the respondent corporation tendered the jobs of unloading lubricating oil cases/cartons from lorry, staking in lots brandwise/packagewise inside godown along with other misc. jobs. V. K. Mandal also gave his tenders and submitted his rates. His rates were the lowest and accordingly vide order dt. 21-6-1996 order was given to him to carry out the jobs. The purchase order placed on Shri V. K. Mandal in which the validity of contract was only for one year and the payment was against certified MRR/ Bills. Accordingly during the validity period of contract Shri V. K. Mandal submitted the material receiving reports and got the payment through cheques for the jobs carried out by him. The respondent Corporation is in the business of Manufacturing, Distribution and Marketing of Petroleum Products which are highly inflammable in nature. In view of the safety and security measures it is mandatory for all visitors, contractor, labours, including the employees to record their entry into the depot in the register kept for that purpose. The attendance sheets placed by him in support of his claim as an employee of the corporation does not qualify as material evidence to be an employee of the corporation. Besides this facts the

copies of the attendance sheets presented by V. K. Mandal is self made and not reliable. He was never offered any appointment nor he was recruited by the corporation as per the laid down procedure and stipulated norms. His available in the organisation intermittently was only as a contractor and the agreed amount as per the terms and condition of the contract was paid. It has been denied that the management has taken any illegal advantage of the workman for his lack of education. He was fully aware of the contract system as well as of tendering process. He is not only the handling contractor with the respondent corporation but also with some other organisations in Bhagalpur area. The work of contract of the year 1996-97 expired on 30-6-1997. Again tender documents were sent by the concerned workman for the next year. The rate of contract of the workman was too high and accordingly the order was placed with the lowest bidder. The statement regarding discharge by the management without conducting domestic enquiry, chargesheet in violation of labour laws is not relevant. It has been denied that he was the employee of the corporation and thus issuing of chargesheet conducting of domestic enquiry does not arise. After the contract has completed as per terms and conditions the contract has ceased to be operative. Again it has been stated that he was working as a contractor in the organisation and not as a Peon. The plea of ignorance of English Language and the nature of paper and document signed during the contract period baseless and is liable for rejection. However, the statements made in paras 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 have been denied stating that the same are baseless, absolutely false, motivated and irrelevant. In further paras the statement made in support of the claim of the concerned person has been denied. It has also been stated that the Hindi version of the W. S. was filed earlier but when called upon to translate the Hindi version in English a different W. S. has been filed but law the first W. S. filed by V. K. Mandal has to be looked. It has been prayed that there is no merit in the reference and the prayer of the petitioner may be rejected and the reference may be answered in favour of the respondent.

4. Further a rejoinder has been filed by the workman stating that the statements made by the management in the W. S. in several paras (number have been quoted) are false, frivolous, motivated and denied. It is false to allege that recruitments are made after conducting the alleged formalities. It is also false to say that the concerned workman was engaged as a contractor. Again it has been stated that the concerned workman was working regularly and continuously in the permanent nature of job under the direct control and supervision of the management. It has also been said that it is false to allege that the concerned workman was never appointed and merely he was a contractor and the job of the concerned workman was terminated illegally.

5. POINTS TO BE DECIDED

"Whether Shri Vijay Kumar Mandal has worked with the management of Hindustan Petroleum Corporation Ltd., Bhagalpur Depot, as a Class IV employee w. e. f. 23-9-91 to 2-7-1997? If so whether the action of the management of Hindustan Petroleum Corporation Ltd. in terminating the services of Shri Vijay Kumar Mandal w. e. f. 2-7-97 is justified? If not, to what relief the workman is entitled?"

6. FINDING WITH REASONS

The concerned workman had filed a Writ Petition before the Hon'ble Patna High Court bearing C.W. J. C. No. 8055/97. The aforesaid Writ Petition was permitted to be withdrawn with liberty to the petitioner to pursue his claim before the authority concerned vide order dt. 25-11-98. It appears thereafter the concerned workman raised industrial dispute before the ALC(C), Patna which ultimately resulted reference to this Tribunal for adjudication.

It transpires from the record that the concerned workman with a view to substantiate his claim examined himself as WW-1 Management on the contrary in support of their claim examined three witnesses as MW-1 to MW-3. Beside this documents have also been filed by both parties.

7. Ld. Lawyer for the concerned workman has vehemently argued that the concerned workman was appointed as Peon and was performing all the duties as a Peon for which the payment was made by the management violating the provision of Labour Laws. He has also submitted that certain documents were manufactured by the management only to show that the concerned workman is not working as a Peon. He has submitted even if in the circumstances there cannot be change the status of the workman in accordance with Section 9A of the I.D. Act, 1947. He has filed a number of decisions in support of his contention.

8. On the other hand Ld. Lawyer for the management has vehemently argued that the concerned person was never appointed as Peon. There was no post of Peon at the concerned place at Bhagalpur. The concerned person was performing work of petty nature and he was engaged involving work of 2/3 hours and that too he was not working continuously for 240 days or for more than 240 days. He was engaged on verbal contract basis as the concerned workman did not get amount for Rs. 5000 per year for the year 1991 to 1996. Subsequently when there was work for more than Rs. 5000 in a year quotations were called for handling petty nature of jobs for the years 1996-97. The concerned person V. K. Mandal had submitted his quotation and the same being the lowest quotation, was accepted by the management. The documents were executed in this regard and the work was allotted to the concerned person for the said year. However, in the next

year when the questions were invited, the question of V. K. Mandal was not the lowest and accordingly the contract was not given to Shri V. K. Mandal. The works done by Shri V. K. Mandal was the contract for handling petty nature of work and the question does not arise to appoint him. It has also been submitted that there was not sanctioned post for the Peon at the relevant time in the said organisation. At any point of time Shri V. K. Mandal was never appointed as a Peon except he was given contract work as mentioned above. It has also been submitted that the Hindustan Petroleum Corporation is a Govt. of India Organisation and certain procedures are followed in relation to the appointment of any post which includes the post of Peon. The question did not arise for appointment of V. K. Mandal following the recruitment rules of the corporation and there was no need of any Peon at Bhagalpur due to the nature of work at Bhagalpur depot. He was submitted that in view of the decision of the Hon'ble Apex Court in Uma Devi's case the concerned person is not entitled for any relief.

9. To appreciate the argument of both the parties it is necessary to examine the nature of work of the organisation relating to concerned person and it is also necessary to examine that what type of work and in what circumstances Shri V. K. Mandal was performing the duties.

10. Several documents and witnesses have been examined in support of their case by the concerned workman as well as by the management.

11. Firstly it may be mentioned that as per case of the concerned workman he was appointed as Peon on payment of Rs. 300 per month but there is no any appointment letter or any written order in this regard. On behalf of the concerned workman it has been explained that the management intentionally did not issue any such appointment letter or letter of engagement. However, Shri V. K. Mandal worked as a Peon from 1991 till he was removed from service without following any procedure in accordance with the law. On the other hand as per case of management the concerned person was engaged on payment of Rs. 300 per month on verbal agreement. He was engaged as a contractor of handling petty/sundry job like depositing of cheques in the Bank, cleaning of the plant areas etc. It has also been submitted that since the job was worth of less than Rs. 5000 tender procedure was not required. He was engaged on the job upto 1996 intermittently whenever required and he was paid a little sum of Rs. 300 through cash disbursement as a small contractor. As per W. S. of the concerned workman he was appointed as a Peon in the depot on 23-9-91 against permanent vacancy against permanent nature of job. He was working there from 7.30 A. M. to 5.30 P.M. and received his wages by voucher. He was working as per direction of the management like bank work cleaning of the depot, managing drinking water continuously for 5 years and 10 months.

12. From the pleading of both the parties it appears that the concerned workman was doing the Bank work, cleaning of the depot etc.

13. The Oral evidence regarding the nature of job is that WW-1 concerned workman V. K. Mandal has stated that on 23-9-91 he got his appointment at Ishacher depot as Peon. He worked under the management in the said capacity till 2-7-97 continuously for more than 240 days each year. The management used to deploy him in cleaning the premises as Class IV staff. The Dy. Supdt. used to supervise his work and he remained on duty for a period of hours daily. The management used to pay his wages through vouchers. During cross-examination he has stated that the management used to exploit his service not only for cleaning the premises but also he had also to serve tea, drinking water to the staff to bring different register and to place them on the different tables, to attend the post office with daks etc. He has also stated in cross-examination that it is not a fact that he took up petty work in the contract. On the other hand MW-1 Sri Saroj Kumar Behera has stated that he knows the concerned workman and knows about the contents of this reference. The concerned workman was working as handling contractor under H.P.C.L. at Bhagalpur Lubricant Oil Depot Godown. He has further stated that it is not a fact that the concerned workman was appointed as workman under H.P.C.L. at Bhagalpur depot. Except one officer they did not have any regular staff to carry on the depot work. In cross-examination he has also stated that it is the management who engaged the concerned workman as contractor for a sum of Rs. 300 to handle petty/sundry jobs like depositing of cheques in the Bank, cleaning of the premises etc. He has also stated that the said depot is meant for storage of lubricant and its supply to the customer. He has agreed that for operating the said depot manual and clerical jobs are simultaneously required. They have also arranged for posting of a guard for the safety and security of the depot. The officer posted there used to carry on all official work including clerical work but he was never performing manual or guarding job. They also used to supervise the job of the worker who used to be employed by the contractor.

14. From perusal of evidence of MW-1 it appears that he was posted as Executive Operation Officer from the period from 1998 to 2000. He knows the concerned workman. He did not see V. K. Mandal to work inside the Bhagalpur unit in any capacity. However, at one place he has stated that V. K. Mandal worked as contractor during the period 1998 (It appears that the year mentioned by this witness is not correct which shall be discussed in the latter portion). During cross-examination he has stated that he can file papers to show which man power is required for operation of the said depot during the period 1991 to 1997. He does not know that during that period any Class IV staff was posted in the said depot or not. MW-3 appears to be posted in Bhagalpur who was the only officer

posted there. He has stated that he is conversant with the facts of the case. The concerned workman never worked at Bhagalpur as an employee of the management. However, he was engaged as contractor to perform certain jobs as per quotation issued by the management. The job of the contractor was for handling of contract job. In cross-examination he has stated that he cannot say by whom the concerned workman was first engaged as contractor at Bhagalpur. It is fact that from 1992 to 1995 from time to time the concerned workman was engaged as contractor to perform certain jobs on the basis of mutual negotiations. He has further stated that Bhagalpur depot was opened with the intention to supply petrol, diesel to the customers. Manual work was needed for handling petrol and diesel. It was not his job to handle the petroleum product and also to clean the depot. When Bhagalpur depot was opened he was posted there only lubricants used to be stored there for sale to the dealers and the customers. At that time no diesel or Petrol was stored there. He has further denied the suggestion that the concerned workman was appointed and posted there at Bhagalpur depot as permanent workman.

15. From the evidence referred to above of both the parties it appears that the concerned person Shri V. K. Mandal was doing the works relating to the Bank cleaning the depot etc. The photo copy of document showing it to be attendance sheet has been brought on record by the concerned workman. From perusal of this document it appears that it relates to the period from 1-1-92 to 31-1-97 and further from 1-2-92 to 29-2-92 which are marked as Ext. W-1 and W-1/2. Showing this exhibit it has been argued that the concerned workman was working from early in the morning till evening. This document has been disputed by the management arguing that this document has been manufactured by the concerned workman. The concerned workman during his evidence has stated during cross-examination that it is not a fact he has manufactured the attendance sheet. While going through the evidence of management both oral and documentary I do not find such materials to establish the fact that such attendance sheet showing the time of arrival and departure was being maintained as the attendance of the employee. In fact from submission and materials available on record it appears that in the concerned depot inflammable materials were dealt and for the safety and security measures arrival and departure of the persons were noted. It will further be relevant to mention that the concerned depot at Bhagalpur was distributing the lubricating oil at the relevant time. Thus merely on the basis of Ext. W-1 and W-1/2 it cannot be said that the concerned employee was working there throughout the day in that organisation of the management. Submission on behalf of the management have been made that the work involved for 2/3 hours and that too the concerned person V. K. Mandal was engaged as and when required. While going through the evidence and materials on record nothing appears to show that the concerned

person V. K. Mandal was involved to do the work of a Peon during working hours meant for a Peon. Class IV staff. However, it appears from the evidence of the management witness that manual work as mentioned above was required for which the concerned person V. K. Mandal was engaged.

16. In the aforesaid context it has to be examined further the nature of job on behalf of the management. It has been submitted that it was a contractual job and there was no permanent engagement. Initially from 1991 to 1996 the concerned workman was engaged for petty/sundry jobs on a consolidated pay of Rs. 300 per month verbal agreement as the job did not involve payment of Rs. 5000 and more in a year. Subsequently when the work increased for the value more than Rs. 5000 quotations were invited and Shri V. K. Mandal was given the contract work for the said for year 1996 to 1997. It has further been submitted on behalf of the management that the mode of payment is also relevant in this context because the payments were made through voucher which has not been disputed. It has been submitted that the salary/pay is paid to the employee following certain procedures and outsiders are paid through vouchers including the contract work which is in the instant case.

17. The concerned workman during cross-examination has stated that he does not know if tender is invited in case of any work worth more than Rs. 5000 and he does not know if there is any provision authorising station Supdt. to engage any person to performing any job worth less than Rs. 5000 without issuing any tender. It is a fact that for small works payments are made through vouchers. He has never submitted any tender for any work to the management. It is not a fact that in the year 1996 he submitted any tender for taking up of manual works and his tender was accepted as he submitted his lowest rate. From his evidence in cross-examination it appears that he has admitted his signature in photo copies of the document which have been marked as Ext. M-1 to M-5. However, it appears that the management was directed to produce the original but on the record there is nothing to show that the originals have been produced. The concerned workman has further voluntarily said that these papers were blank when the management obtained his signature. He did not submit any petition to the higher authority of the management stating that his signature was obtained in blank papers. He did not receive any notice from the management relating to the acceptance of his tender. It is not a fact that in the year 1997 he submitted tender to the management for some work but at that time his rate was high. He has proved his signature on Ext. M-6 and on Ext. M-7 and also on Ext. M-8 and M-9. This concerned workman voluntarily deposed that the management took his signature on the point of threat. However, he did not submit any letter to the higher authority informing that under threat management has obtained his signature on

the document. In the last portion of his cross-examination he has stated that he had received his wages through vouchers.

18. As far as the evidence of the concerned workman is concerned it appears that he has received the payment through voucher and for the small works payment are made through voucher. So one way it can be said that the work performed by the concerned workman was of the nature of small work. Beside this he has admitted to put the signature on certain documents. Referring the aforesaid document it has been submitted by the management that those documents i.e. Ext. M-1, 2, 3, 4 and 5 are papers relating to the tender for the year 1996 to 1997 showing the work to be done like storing of materials, breaking stocks in depot/godown, shifting from one point to another opening the drums, cleaning/sweeping of the depot office, for outside services such as to go to the Bank, Post offices for deposit of cheques and demand drafts etc. and also to collect mails and sending mails as and when required. Ld. Lawyer for the management has further submitted that the execution and other matters of the documents also find place in Ext. M-6, M-7, M-8 and this fact has been established that the concerned workman was working under the contract and not as an employee of the corporation.

19. MW-1 for the management has stated in examination in chief that they issue open tender for any work if the value of the work exceeds Rs. 5000. The concerned workman submitted tender and participated at the time of opening the tender in the tendering process. In the year 1996 tenders submitted by the concerned workman for taking certain work was accepted by the management. No employee is allowed to participate in the tender. The tender which the concerned workman submitted was valid for one year. In the year 1997 he again submitted tender but the said tender was not accepted. All the papers submitted by the concerned workman in support of his tender was duly signed by him. In cross-examination he has deposed that the management engaged the concerned workman as a contractor for a sum of Rs. 300 per month. He cannot say if there was any agreement between the management and the concerned workman for payment of Rs. 300 per month against work to be done by him. In cross-examination he has further stated that it is not a fact that the concerned workman did not submit any tender for obtaining tender to work. They can produce papers to show that the tender is called when job value becomes more than Rs. 5000. It is not a fact that they have manufactured all the papers relating to the tender with a view to eliminate the claim of the concerned workman. From the evidence of MW-2 it appears that he was not posted at Bhagalpur depot during the relevant period when the concerned workman did work. However, from his evidence it appears that he has proved the document marked as Ext. M-13 relating to the contract paper given in the

name of one Suman Kumar Sinha in the year 1997. However, during cross-examination he has stated that during the period from 1991 to 1997 the management after accepting the tender given by the concerned workman entered into agreement for execution of the contractual work. It is not a fact that during the period 1991 to 1997 the concerned workman worked at Bhagalpur unit as Class IV staff. It is not a fact that the concerned workman was not engaged as contractor in the Bhagalpur branch during the period. He had no knowledge if the concerned workman was engaged as Class IV staff with consolidated pay of Rs. 300 at Bhagalpur depot.

20. So far as MW-3 is concerned he appears to be an operation officer of the depot in question posted in the year 1992 and he has stated to be conversant with the facts of the case. He has stated that the concerned workman never worked at Bhagalpur as an employee of the management. However, he was engaged as contractor to perform certain job as per quotation issued by management. He has stated that contract was given to the concerned workman in the year 1996. Contractual payment used to be made on the basis of bills submitted by him. After acceptance of the tender the concerned workman was engaged as contractor. The specification of the work as well as terms of the contract was mentioned in the tender itself. Validity of the contractual period was one year. In the year 1997 no contract was given to the concerned workman to perform the job of the management as per specification. He has said all papers connecting the concerned workman when he was engaged as contractor under the management were filed before the ALC(C) Patna. During cross-examination this witness has stated that it is fact that prior to 1996 the concerned workman was engaged as contractor by the management. He cannot say by whom the concerned workman was first engaged as contractor at Bhagalpur. It is fact that from 1992 to 1995 from time to time the concerned workman was engaged as contractor to perform certain jobs on the basis of mutual negotiations. However, no tender was called for before engaging the concerned workman as contractor during the period from 1992 to 1995. From his evidence it appears that no agreement during this period was entered. He has further stated that manual work is needed for handling petrol and diesel. It was not his job to handle the petroleum produce and also to clean the depot and that from 1992 to 1997 tentatively he was posted there. No other employee except him was posted there. It is not a fact that the concerned workman was appointed as workman at Bhagalpur Depot as permanent.

21. It may again be mentioned here that there is no appointment letter or any engagement letter regarding engagement of the concerned workman V. K. Mandal from 1991 to 1996 for the work in question. I have also not been able to find any material to understand that there was any sanctioned post of Class IV at Bhagalpur depot or there

was any permanent vacancy against such post. It is the year 1996-97 when the document for the question in work was brought on record. The concerned workman has admitted his signature on the document relating to the tender though he has stated that his signature was obtained under threat. But beside such oral evidence there is no any other documentary evidence on record to show that any threat was given to obtain his signature on the said document. At one point of time it is also said in W. S. that such signatures were put by the concerned workman as he did not know English language and was not aware of the contents of the document. This is contradictory statement and it is difficult to believe that V. K. Mandal did not put his signature at own choice.

22. As mentioned earlier the tender documents as well as Ext.M-7 and M-8 shows that the works mentioned there in are to be performed for one year during 1996-97. From the evidence on record as well as from Ext.M-10 and M-11 and also in view of admission of the concerned workman it appears that payment were made to the concerned workman through vouchers and small works payment were made through voucher. Beside this evidence there is also Ext.M-13 regarding carrying out the work for handling the contract relating to the similar work as done by Shri V. K. Mandal during 1996-97 was given to one Suman Kumar Sinha for the year 1997 to 1998 (for period 1-7-97 to 30-6-98). This work was for the value of Rs. 16,708.50P. Giving the work to Suman Kumar Sinha for the year 1997 has been supported by the evidence MW-2. This also establishes the fact that for the nature of job which Shri V. K. Mandal was performing the contract was given to another Suman Kumar Sinha as he was the lowest bidder for the year 1997-98. It also appears that for this period Shri V. K. Mandal had also participated but he was not awarded the contracts stated by MW-1.

23. The management has submitted that no contract/agreement was executed between Shri V. K. Mandal and the management when the work did not involve for a value worth Rs. 5000 and more and when there was occasion for work for which value was more than Rs. 5000 quotations were invited and parties participated and the contract work was awarded following the rules in this regard.

24. On the basis of above evidence and materials on record it appears that the work done by Mr. V. K. Mandal was of contractual work in nature. The aforesaid evidence and materials does not show that there was relationship of employer and employee between the management and the concerned workman.

25. Ld. Lawyer for the management has further submitted that beside the fact there was no sanctioned post of Class IV staff at Bhagalpur and further there was no permanent/temporary vacancy at Bhagalpur with regard to Class IV staff. Any such post cannot be filled up without following the rules and procedure regarding appointment in that organisation like Hindustan Petroleum Corporation

which is a Government enterprise. He has submitted that for the appointment of any Class IV staff certain procedures like inviting of applications, calling the names from employment exchange following the process of interview/test, medical fitness test etc. the appointment is done by the competent authority and no appointment can be made by any officer at his own choice and no one can claim appointment through back door entry. He has relied upon a decision of the Hon'ble Apex Court reported in 2006(2) JLJR where the Hon'ble Apex Court have been pleased to hold that contractual appointment ends with the contract and the appointment has to be done in terms of relevant rules after proper competition. On the other hand Ld. Lawyer for the concerned workman has referred several decisions reported in SCLJ Vol. 6 page 3867, 2001 4 LIN 135, 2007 LLR 1029, 2007 AIR SCW 6709, 2007 115 FLR 233, 1980 Lab I.C. 669, LLJ Vol II-1985 page 74, 2003 (1998) FLR 826, SCLJ Vol. I page 112. Ld. Lawyer for the concerned workman has vehemently argued that the facts and circumstances, evidence and materials available on record shows only one thing that Shri V. K. Mandal was performing permanent nature of job. The work done by the concerned workman shows that there was relationship of employer and employee between the management and the concerned person and accordingly the concerned workman is entitled for the relief as prayed for by him. He has specifically submitted that the case of Uma Devi (reported in 2006(2) JLJR is not applicable in the present facts and circumstances of the case and this cannot be applied mechanically in all the cases and in this context the judgement reported in 2007 AIR SCW 6907 has been referred. He has also submitted that another decision of the Hon'ble Kolkata High Court reported in 2007 LLR 1029 shows that the case of Uma Devi cannot be applied in all the cases. He has submitted that the facts of each case has to be examined. He has also filed a copy of the Award dt. 3-10-96 passed by the Central Govt. Industrial Tribunal-Labour Court No. 1, Dhanbad that in the similar facts award was given in favour of the concerned workman and the Hon'ble Patna High Court had dismissed the Writ application against the aforesaid Award vide Order passed in CWJC No. 199/97(R).

26. While going through the judgement referred to above by the Ld. Lawyer for the concerned workman it appears that in the peculiar facts and circumstances of the case aforesaid decisions are not applicable. As mentioned earlier the nature of job performed by the concerned workman appears to be petty/sundry nature of job and there was contract between the parties; firstly a verbal contract for the years 1991 to 1996 and thereafter there was contract in writing for the year 1996-97 and the contract work was over with the end of the contract in June. Thus the concerned workman is not entitled to get any relief as prayed for. In the result, the following Award is rendered:—

“Shri Vijay Kumar Mandal has not worked with the

management of Hindustan Petroleum Corporation Ltd, Bhagalpur Depot, as a Class IV employee w. e. f. 23-9-91 to 2-7-1997. Therefore, the question of termination of the services of Shri Vijay Kumar Mandal by the management of Hindustan Petroleum Corporation w.e.f. 2-7-97 does not arise. Consequently, the workman is not entitled to get any relief.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 25 फरवरी, 2008

का.आ. 573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकत्ता के पंचाट (संदर्भ संख्या 19/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-2-08 को प्राप्त हुआ था।

[सं. एल-30011/23/2003-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 25th February, 2008

S.O. 573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.19-/2003) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 25-2-2008.

[File No. L-30011/23/2003-IR (M)]

N.S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 19 of 2003

Parties Employers in relation to the management of Bharat Petroleum Corporation Ltd.

AND

Their workman

Present : MR. JUSTICE C. P. MISHRA, Presiding Officer

Appearance:

On behalf of the Management : Mr. J. Mondal Advocate

On behalf of the Workman : Mr. S. Saha. Advocate

State: West Bengal Industry: Petroleum

Dated : 31st January, 2008

AWARD

By Order No. L-30011/23/2003-IR(M) dated 20-06-2003 and Corrigendum No. L-30011/23/2002-IR(Misc.) dated 27-09-2004 the Central Government in exercise of its powers under Section 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of B.P.C.L. Regional Office, Kolkata in declaring 13 closed Holidays and one restricted holiday for the year 2003 instead of earlier practice of declaring closed holidays amounted to violation of long term settlement of 1978? Whether the above action of the management is in violation of Section 9A of the I.D. Act or not? so, whether the demand of the union to declare 27-10-2003 of Bhatri Dwitiya as the 14th closed holiday is justified or not? If not, to what relief the workmen are entitled?"

2. This reference has been made at the instance of Petroleum Workers' Union, hereinafter to be referred as the Union. The case of the workmen as it appears from the written statement of the Union is that it is a registered and recognized trade union functioning for the last 50 years. BPCL is public sector undertaking formed by taking over erstwhile Burmah Shell Oil Storage & Distribution Co. of India Ltd. by the Govt. of India on 24-01-1976 in terms of Burma Shell Acquisition Act, 1976. The service condition of the workman used to be settled through regional settlements prior to takeover and same methodology is followed even after such takeover. On 03-10-1978 an agreement was signed between BPCL and the Union regarding wages, D.A. allowance, leave, holiday etc. But, after 1978 the principle of All-India settlement was started to be applied by BPCL in respect of service condition of the workmen and so far four such All India Settlements were signed in the years 1986, 1991, 1995 and 2001 and in every such settlement there is a clause which provides that conditions not altered by the settlements will continued to be followed. The union has specifically referred to Clause 24 of All India Settlement dated 19-08-2001 in this regard. It is stated that since takeover to December, 2001 the Company followed the traditional practice of 14 closed holidays. The practice in this region was that every operating union used to submit their choice of holidays from the list of holidays declared by the Govt. of West Bengal before the management and if there was any difference in respect of choice of holidays then the management used to negotiate with the unions in order to being consensus and thereafter used to issue notice declaring 14 closed holidays. But the employer never resorted to the practice of restricted holidays. At the end of the year 2001 all the unions operating in Eastern Region submitted their choice of holidays to the management. However, there were differences amongst the unions in respect of holiday on 'Brother's Day' for 2002. Taking

advantage of these differences the management issued a notice dated 31-12-2001 introducing the principle of restricted holiday unilaterally violating the agreement. The matter was then brought to the notice of the Labour Commissioner and ultimately an understanding was arrived at on 08-02-2002 and the Company declared 'Bhatri Dwitiya' as closed holiday. Again at the end of the year 2002 the Union alongwith other unions submitted their choice of holidays for the year 2003 and the Company again raised the issue of restricted holiday. The unions raised the dispute on this issue before the Labour Commissioner and on failure of the conciliation proceeding a failure report was sent to the Central Govt. On 19-12-2002, however, the Company issued a notice declaring 13 closed holidays and 1 restricted holiday out of the three holidays of their own choice. In the said notice it is stated "employees can avail 1 (one) restricted holiday out of the following list by making an application to their respective departmental head at least three days in advance..... According to the Union inclusion of this condition to avail one's own holiday is a new feature as 1978 settlement nowhere provides that an employee will have to take permission for availing holiday. It is stated that earlier on many occasions differences crept in amongst the unions regarding choice of holidays and in those cases the management used to give more weightage to biggest union and finalized the list of holidays for the concerned year. Even if there was not cent percent consensus amongst the unions in this regard, the management did not resort to the practice of Restricted Holiday and they used to declare 14 closed holidays. It is denied that Clause 10 (3) of the settlement gives the management authority to introduce Restricted Holiday system and that the same will help to maintain industrial harmony. It is stated that the workmen of this region are not concerned with the practice followed in other Regions and they want the sanctity of the agreement should be maintained. According to the Union introduction of Restricted Holiday system in the Company is in violation of the long standing practice of closed holiday system in Eastern Region and the same also violated the terms and conditions of the long term settlement. The Union accordingly prays for necessary order directing the Company to declare 27-10-2003 i.e. Bhatri Dwitiya as the 14th closed holiday and also to stop introduction of Restricted Holiday in future.

3. Management of B.P.C.L. in its written statement has stated that the reference is bad and without jurisdiction for non-application of mind. Regarding merits the case of the management is that the Corporation with a view to finalise the list of holidays for the establishment in the Eastern Region for the year 2003 issued notice dated 13-12-2002 to all the three trade unions including the present Union asking them to send their list of 14 holidays which they wish to avail for the year 2003. It was made clear in the said notice that there would be 13 closed holidays

and one day would be Restricted Holiday. It was also indicated that while finalizing the Holidays for 2003, 2 to 3 Holidays should not be bunched together resulting in closing of offices/operating locations for a period of 4 to 5 days at a stretch and with this view to safeguard the Corporation's interest the system of Restricted Holiday was introduced. The present Union and Petroleum Employees Union did not agree to the proposal for introduction of Restricted Holiday Bengal Oil & Petrol Workers Union, however, agreed to such proposal. The management by letter dated 19-12-2002 informed all operating union in Eastern Region that in view of the customers particularly during the important holidays, it becomes imperative for the Corporation to introduce the system of Restricted Holiday. This was for bringing about flexibility amongst the employees and also to give them an option for choosing holiday. In view of the above and also for safeguarding of business interest of the Corporation in a highly competitive scenario and benefit to the employees, the Corporation had gone ahead with introduction of Restricted Holiday system. Thereafter the Union raised an industrial dispute before the Regional Labour Commissioner (Central), Kolkata and conciliation proceedings held by the conciliation officer which ended in failure and ultimately the present matter has been referred to this Tribunal for adjudication. It is the further case of the management that there has been no violation of the Long Term Settlement of wages dated 03-10-1978 as alleged by the Union Clause (10)(i) of the said settlement merely states that there will be 14 holidays in a calendar year including National Holidays and other mandatory holidays to be declared from time to time. No where it is mentioned that Restricted Holiday cannot be introduced effectively when there is no reduction in the number of holidays i.e. 14 holidays. It is stated that the Union is a registered union operating in all locations of BPCL and it took part in all discussions/negotiations at regional as well as All India Level, but no official recognition has been given to it. It is also stated that the practice as mentioned in the settlement dated 03-10-1978 for finalization of holidays list in consultation with the unions is still in vogue and no deviation from the said practice has been made. But in view of the changing scenario of competitive market and in view of declaring public utility services under the Industrial Dispute Act, the Corporation expresses its intention to the unions vide letter dated 19-12-2002 to introduce the Restricted Holidays in line with the prevailing practice in the State Government and Central Government establishments. It is further stated that there is no change service condition by introduction of Restricted Holidays as total holidays i.e. 14 remains the same. According to the management as per settlement of 1978 the management reserved the right for fixation of holidays if there is no consensus amongst the unions in this regard. Management has denied the contentions of the union as made out in their written statement in serialim and stated that the workmen are not entitled to the relief as

claimed by the union in this regard. It is accordingly prayed that the claim of the union be dismissed.

4. No oral evidence has been adduced by the parties in this case. Both the parties, however, have exhibited certain documents and relied on the same for establishing their respective contentions. From the documents exhibited on behalf of the management Exts. M-1 and M-2 are the letters of the union dated 15-11-2002 and 05-12-2002 respectively holidays for the year 2003, Ext. M-3 is the letter of the management dated 13-12-2002 regarding finalization of holidays for the year 2003 Exts. M-3/1 and M-3/2 are to similar letters of the same date addressed to two other unions. Ext. M-1 is the circular of the management dated 17-12-2002 regarding holidays for 2003. Ext. M-5 is the letter of the Bengal Oil & Petrol Workers Union dated 17-12-2002 to the management on the same subject Ext. M-6 is the letter of the present Union to the management dated 18-12-2002 wherein it is stated that they do not agree with the concept of Restricted Holiday. Exts. M-7 and M-7/1 are the letter of the management dated 19-12-2002 to the present Union and also to Petroleum Employees' Union on the same subject. Ext. M-8 is the Office Notification of the BPCL, dated 19-12-2002 regarding holidays for the year 2003. Exts. M-9 and M-9/1 are the letters of the management dated 19-12-2002 on the same subject to the present Union and also to the Petroleum Employees' Union. Ext. W-10 is the letter of the Union dated 23-12-2002 addressed to the RLC(C), Kolkata. Ext. M-11 is a letter of the Petroleum Employees' Union dated 28-12-2001 addressed to the Company regarding holidays for the year 2002 wherein Bhatri Dwitiya had been suggested to be a Restricted Holiday Ext. M-12 is the memorandum of understanding dated 08-02-2002 arrived at between the management and the Union Ext. M-13 is the letter of the Petroleum Employees Union dated 31-12-2002 addressed to the RLC (C) Kolkata. Exts. M-14 to M-14/2 are three different letters dated 02-01-2003 issued by the ALC(C), Kolkata to the various authorities of the BPCL. Exts. M-15 and M-16 are the two different letters of BPCL dated 20-01-2003 and 21-01-2003 addressed to the ALC(C), Kolkata. Ext. M-17 is the minutes of failure of conciliation proceedings dated 13-02-2003. Ext. M-18 is the failure of conciliation report dated 13-03-2003. Ext. M-19 is the letter dated 24-03-2003 issued by the ALC(C), Kolkata addressed to the Secretary to the Govt. of India, Ministry of Labour, New Delhi. Ext. M-20 are the leave applications of different employees.

On the other hand, seven documents have been exhibited on behalf of the workmen. Ext. W-1 is the extracts of memorandum of settlement effective from 01-06-1998 to 31-05-2008. Ext. W-2 is the calendar and list of holidays for the year 2002 as published by the BPCL. Ext. W-3 are the Corporation's letters dated 13-12-2002 and 19-12-2002 regarding holidays for the year 2003. Ext. W-4 is the failure of conciliation report dated 04-09-2002 alongwith a copy of

the minutes of conciliation proceeding dated 13-02-2003. Ext. W-5 is the letter of the BPCL dated 21-02-2002 addressed to the RLC(C), Kolkata. Ext. W-6 is the circular of BPCL dated 17-12-2002 regarding holidays for the year 2003.

5. I have heard the learned counsels for the parties and perused the aforesaid facts and evidence led by the either side in this case. It is evidence that the schedule of reference as it goes relates to the claim of workmen for 14 holidays which according to them they are deprived of in violation of long term settlement of 1978 by the management who have declared 13 closed holidays and one restricted holiday for the year 2003 instead of earlier practice of declaring 14 closed holidays in this connection. This act of the management, according to the workmen is in violation of the provisions of Section 9A of the Industrial Disputes Act, 1947 as no notice was ever served upon the workmen to obtain their consent to change the service conditions in terms of settlement for the same in this regard. A particular reference has been made on behalf of the workmen to the date to 27th October, 2003 the Bhatri Dwitiya to be declared as 14th closed holiday so that they could have availed it, but the management without the consent of the majority of the union declared it to be a restricted holiday which is against the provisions and terms of the settlement of 1978 that clearly provides that the workmen are entitled to 14 closed holidays in one calendar year. It is evident that the dispute only relates to the year 2003. In this connection it is further submitted that this has been a long practice for declaring Bhatri Dwitiya as closed holiday in the Company's establishments. In fact there was no such practice of Restricted Holiday upto 2001 and for availing the same there was no such requirement for the workmen of filing leave application to avail the said holiday of Bhatri Dwitiya. Following the said practice of the members of the present union did not file any leave application on 27th October, 2003 which was Bhatri Dwitiya, but the management deliberately deducted one day's salary from these workmen who did not submit the leave application for their absence on that particular holiday. In the year 2002 also the management had tried to introduce the system of restricted holiday but he did not succeed. The difference between closed holiday and restricted holiday is very much apparent to show that in order avail closed holiday a workman remains absent from office without any application or formalities to be observed to avail it. However, in case of availing restricted holiday, he has to submit a leave application for availing any such holiday. By imposing this system of restricted holiday the management in fact is trying to change the concept of holiday and its meaning from holiday to leave which cannot be allowed in terms of settlement of the 1978 which is binding on both the sides. So far as the alleged excuse by the management for effecting this change on account of smooth functioning of the Corporation of keeping in mind the interest of the customers and business is quite vague

and based on its whims only as prior to 2002 and even after 2003 there has been no such practice providing the system of restricted holiday in the Corporation. In fact the management has only done this just at the instance of the other union on account of some political pressure. The claim and contention of the management for this that 117 workmen belonging to one union since submitted their leave application for availing restricted holiday for Bhatri Dwitiya on 27-10-2003 is of no consequence as the majority of the workmen, i.e., 750 or so have not at all submitted any such leave application for availing that and more so, this does not take away the right of the workmen under the settlement to challenge the unilateral decision of the management on this regard. It has therefore been prayed by the workmen that the management be directed to declare 27-10-2003 i.e., the day of Bhatri Dwitiya to be 14th closed holiday for the year 2003 and the Award be passed to that effect accordingly in this regard.

6. The learned counsel for the management however has argued that the claim and contentions of the workman is not legal and proper as there has been no such violation of the settlement of the year 1978 or clause 10 of the said settlement which only provides that there should be 14 holidays and for this the Corporation after taking suggestion from the union shall fix it up as the list of holidays. It is, in fact, the prerogative of the Corporation to fix the list of holidays and the benefit of 14 holidays is just to be given to the workmen in the manner as it so considers proper after considering the interest of both the Corporation and its employees in this regard. The corporation has introduced restricted holiday for the year 2003 for the reasons of betterment of its business and this practice has also been followed in all the locations of the Corporation in the Eastern Region. The settlement of the year 1978 is no doubt binding on all the locations of the Corporation and in the entire Eastern Region where such system of holiday is followed. There is no question of violation of Section 9A of the Industrial Dispute Act, 1947 also as no notice is required to be given for it in case such change has been effected by the management in terms of settlement in this regard. It is also not a case of change of condition of service since the benefit of 14 holidays has already been given to the workmen in the year 2003 and after obtaining suggestion from the respective unions in this connection. The calendar for the year 2003, Ext. M-8 itself goes to show that in addition to 13 holidays, one restricted holiday was allowed to them as per their custom and religion out of three holidays i.e. Id-UI-Zoha Mahalaya or Bhatri Dwitiya. The workmen could very well avail any of these as holiday as per their religion and custom and thus the benefit of total 14 holidays were provided to each one of them in this connection. This was introduced with a way to encourage a spirit of work for development of the business of the Corporation. For Bhatri Dwitiya falling on 27-10-2003 as mandatory holiday in the above circumstance was changed

by the management to a restricted holiday and that too after taking a suggestion from the respective unions. It is also evident that out of three unions; one union, Bengal Oil & Petrol Workers' Union opted for restricted holiday and agreed to the proposal of the management and 117 members also had given their applications to avail it. As per terms of settlement itself, clause (d) and (e) of the title page, provides that the union also has undertaken to cooperate with the management in improving efficiency and productivity, discouraging wasteful practices and absenteeism. The reference in fact is also bad for it ought to have been made under Section 36A of the I.D. Act since the dispute as raised shows that it has been just raised with a clear motive to make a political quarrel with the management. So far as Clause 10 of the settlement is concerned it does not specify any particular holiday to be fixed holiday but it has left the matter to the ultimate discretion of the management to fix up such number of holidays to be 14 holidays and these are already so given by the management to the workmen in this regard and so the question of any violation of Section 9A of the I.D. Act does not arise in these circumstances. The prayer of the workmen is outside the scope of reference since the Standing Orders which is binding on the workmen as well and it creates a specific bar in the matter to workmen as the management has got ample power to fine any workman for his absence without leave as per clause 31.1 and 31.1.1 of the Standing Order and that any order against imposition of such fine would amount to modification of Standing Order for which the Tribunal has got no jurisdiction to challenge it or pass any order affecting modification of the same in terms of Section 10 of the Industrial Employment (Standing Orders) Act, 1946.

7. Considering the above submissions as raised on behalf of either side in this case, it is evident that both the workmen and the management both in this case have based their claims and contentions having relied upon the provisions of the terms of settlement of 1978 and particularly its provisions relating to holidays, i.e., Clause 10 which provides the number of holidays that can be availed by the workmen in one calendar year which admittedly they can avail for 14 holidays. The dispute only relates to the year 2003 and admittedly there has been no such practice either in the past years or even in subsequent years about any such controversy regarding a restricted holiday which for the first time has been introduced by the management for the year 2003 on the basis of their own interpretation of the terms of the settlement, Clause 10 referred to above for the same in this connection. In view of that it is evident that Clause 10 of the terms of settlement of 1978 as relied upon by either side is to be considered as it stands to decide the controversy between the parties as per dispute referred to this Tribunal for its adjudication under this reference for the same. Clause 10 of the settlement of 1978 reads as under :

"10 Holidays

(i) It is agreed that in supersession of all current practices and arrangements in the matter of holidays with effect from 1st January, 1979 there will be only 14 holidays in a calendar year in Company's establishments, where this Settlement is applicable, which will include National holidays (i. e. Republic Day and Independence Day) and other mandatory holidays that may be declared from time to time.

(ii) It is agreed that the current practice of observing half holidays, partial holidays and sectional holidays will be discontinued from 1st January, 1979.

(iii) Except for National holidays and other mandatory holidays, other holidays will be fixed by the Company after consulting the workmen before 31st December of the previous calendar year."

The above clauses as it stands itself go to provide in so many words that with effect from 1979 as per this agreement there will be 14 holidays in a calendar year. This was agreed to prevail in supersession of all current practices and arrangements in the matter of holidays in Corporation's holidays. It also interalia provides in sub clause (iii) that except for National holidays and other mandatory holidays, other holidays will be fixed by the Company after consulting the workmen before 31st December of the previous calendar year.

8. In view of the above provisions governing the holidays as per Clause 10 as it stands clearly go to show that there will be 14 holidays in a calendar with effect for 1st January, 1979. It is also evident that except that for National holidays and other mandatory holidays, other holidays will be fixed by the Corporation after consulting the workmen before 31st December of the previous calendar year. The admitted position as submitted on the either side itself goes to show that for the year 2003 the management had declared 13 closed holidays and one restricted holiday was introduced by it without any such notice given for the same which is essential part of the provisions of Section 9A of the Industrial Disputes Act which goes to show that no employer who proposes to effect any change in the condition of service applicable to any workman in respect of any matter specified in the Fourth Schedule shall effect such change without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected. The Fourth Schedule clearly provides at Item No. 5 that leave with wages or holidays or the conditions of service for change of which notice is to be given by the management under Section 9A of the Act. Admittedly, no such notice was given, but the management has effected the change only on the basis of the alleged consultation with the one union whereas the majority of the unions consisting of 750 members or so did not agree to that proposal and therefore it cannot be said that they

had agreed to that proposal set up by the management in this regard. The management as such cannot change the nature of holidays without complying the provisions of Section 9A of the Act. It appears to be more or less unilateral decision of the management and this was the reason that the members of the Petroleum Workers Union did not file any leave application for 27th October, 2003 which was Bhatri Dwitiya as per prevailing practice of the Corporation upto 2001 in this regard. The management, however, ignoring that deducted one day's wages from those workmen who did not submit leave application for their remaining absent on that date. The difference between closed holiday and restricted holiday is obvious as on the closed holiday the workmen just remain absent from work without any formality whereas for availing restricted holiday they have to submit application and to remain absent from work subject to its sanction by the management. By introducing this system of restricted holiday the management as such has tried to change the meaning of holiday to leave with permission. This cannot be done as per aforesaid provisions of Clause 10 of the settlement of 1978 which admittedly subsisted between the parties during the relevant period.

9. Since the said act of the management is in violation of the long term settlement as well as it is in

violation of the provisions of Section 9A of the Act, the action of the management cannot be said to be legal or justified in the aforesaid facts and circumstances. The demand of the union as such appears to be quite legal and justified and the workmen are entitled to get 14 closed holidays in the calendar year 2003 and since they had availed it there is no question of giving any application for availing that holiday and there was no justification as such for the management to deduct one day's wages from those workmen who did not submit application to remain absent on that particular holiday, i.e. 27-10-2003 in this regard.

10. In view of that the prayer made on behalf of the workmen as per their claim under the schedule of reference deserves to be allowed and their demand to declare 27th October, 2003 a holiday on the occasion of Bhatri Dwitiya as 14th closed holiday is held to be legal and justified. The concerned workmen are entitled to get refund of their deducted wages in case the same was so deducted from them for availing holiday on 27-10-2003 the day of Bhatri Dwitiya in this regard.

The reference is answered accordingly.

Dated, Kolkata

C. P. MISHRA, Presiding Officer

The 31st January, 2008